LHEIDLI T'ENNEH
AGREEMENT-IN-PRINCIPLE

JULY 26, 2003

Canada

Lheidli T'enneh

BRITISH COLUMBIA

105-03184/

Cover image: Buildings at Fort George, B.C. Reservation No. 1 (1900s?)

Image courtesy of The Exploration Place, Prince George, B.C.

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SIGNED on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF CANADA,** by the Honourable Robert D. Nault, Minister of Indian Affairs and Northern Development

Witness: ______________________________
Tom Molloy, Chief Negotiator, Canada

____
HONOURABLE ROBERT D. NAULT

SIGNED on behalf of **HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA,** by the Honourable Gordon Campbell, Premier of the Province of British Columbia

Witness: ______________________________
Geoff Plant, Attorney General and Minister Responsible for Treaty Negotiations

____
HONOURABLE GORDON CAMPBELL

SIGNED on behalf of the **LHEIDLI T'ENNEH** by Chief Barry Seymour

Witness: ______________________________
Vanessa West, Treaty Office Manager, Lheidli T'enneh

____
CHIEF BARRY SEYMOUR

SIGNED the 26th day of July 2003, at Prince George, British Columbia.

LHEIDLI T'ENNEH

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July 26, 2003

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PREAMBLE

WHEREAS:

A. Lheidli T'enneh are aboriginal people of Canada;

B. Section 35 of the Constitution Act, 1982 recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada and the courts have stated that aboriginal rights include aboriginal title;

C. The courts have stated that reconciliation of the prior presence of aboriginal people and the assertion of sovereignty by the Crown is best achieved through negotiation and agreement rather than through litigation;

D. The Lheidli T'enneh treaty negotiations have been concluded in an atmosphere of mutual respect and openness;

E. The Parties have negotiated this Agreement under the British Columbia treaty process;

F. The Parties desire certainty in respect of Lheidli T'enneh ownership and use of lands and resources, Lheidli T'enneh law-making authority and the relationship of federal, provincial and Lheidli T'enneh laws;

G. The Parties intend that the Final Agreement will achieve certainty by agreeing to the continuation of rights as expressed in the Final Agreement, rather than by the extinguishment of rights;

H. Lheidli T'enneh are Carrier people who speak a dialect of the Carrier language and who assert that their heritage, history and culture, including their language and religion, are tied to the lands and waters surrounding the confluence of the Fraser and Nechako Rivers as stated in their Statement of Intent submitted to the British Columbia Treaty Commission;

I. It is an important objective of the Lheidli T'enneh to preserve, protect, and enhance the Lheidli T'enneh economy, heritage, language and culture;

J. Lheidli T'enneh became a signatory to the Framework Agreement on First Nation Land Management with Canada on February 12, 1996;

K. Effective December 1, 2000, Canada transferred administration and control of land management on Lheidli T'enneh Indian Reserves to Lheidli T'enneh in accordance with a Land Code pursuant to the Framework Agreement on First Nation Land Management and the First Nations Land Management Act;

L. Lheidli T'enneh asserts that it has an inherent right to self-government, and the Government of Canada will negotiate self-government in the Final Agreement and the Governance Agreement based on its policy that the inherent right to self-government is an existing aboriginal right within section 35 of the Constitution Act, 1982; and

M. This Agreement sets out the principles agreed to by the Parties for negotiating a Final Agreement;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

DEFINITIONS

In this Agreement:

"Adopted Child" means a person who while a Minor was adopted under the Law in Canada;

"Appendix" means an Appendix to this Agreement;

"Agreement" means the Lheidli T'enneh Agreement-in-Principle;

"Ancient Human Remains" means human remains that are:

i. not of contemporary forensic concern; and
ii. are determined to be of aboriginal ancestry;

"Annual Fishing Plan" means a plan as described in paragraph 67 of the Fisheries Chapter;

"Applicant" means a person applying for enrolment as a Participant and includes a person applying on behalf of a Minor or an adult whose affairs that person has the legal authority to manage;

"Available Flow" means the volume of flow of water above that required:

i. to ensure conservation of Fish and Stream habitats and to continue navigability in accordance with federal and provincial Laws and with the provisions of the Final Agreement; and
ii. under water reservations and Water Licences that have a priority over the water reservation established under paragraph 6 of the Water Chapter and Water Licences applied for prior to a water reservation established under paragraph 8 of the Water Chapter;

"Band" means an Indian band within the meaning of section 2 of the Indian Act;

"Board" means the enrolment appeal board established under paragraph 18 of the Eligibility and Enrolment Chapter;

"Canada Evidence Act" means the Canada Evidence Act, R.S.C. 1985, c. C-5;

"Canadian Environmental Assessment Act" means the Canadian Environmental Assessment Act, R.S. 1992, c. 37;

"Capital Transfer" means an amount paid by Canada or British Columbia to Lheidli T'enneh under the Capital Transfer and Negotiation Loan Repayment Chapter;

"Chief and Council" means the chief and council of the Lheidli T'enneh Band under the Indian Act;

"Conflict" means where compliance with one Law would result in breach of another Law;

"Consult" or "Consultation" means provision to a Party of:

i. notice of a matter to be decided, in sufficient detail to permit the Party to prepare its views on the matter;
ii. in consultation between the Parties, if requested by a Party, sufficient information in respect of the matter to permit the Party to prepare its views on the matter;
iii. a reasonable period of time to permit the Party to prepare its views on the matter;
iv. an opportunity for the Party to present its views on the matter; and
v. a full and fair consideration of any views on the matter so presented by the Party;

"Crown" means Her Majesty the Queen in Right of Canada or in Right of British Columbia, as the case may be;

"Crown Road" means a road, including the road allowance, that is on federal or provincial Crown land;

"Cultural Heritage Resources" means Heritage Sites and Lheidli T'enneh Artifacts;

"Cultural Property Export and Import Act" means the Cultural Property Export and Import Act, R.S.C. 1985, c. C-51;

"Designated Migratory Bird Population" means a population of a species of Migratory Bird that has been designated by the Minister under paragraph 32 of the Migratory Birds Chapter;

"Designated Species" means a species of Wildlife for which it has been determined that there should be a Total Allowable Wildlife Harvest in the Lheidli T'enneh Area;

"Dispose" means to transfer by any method and includes assign, give, sell, grant, charge, convey, bequeath, devise, lease, divest, release, and to agree to do any of those things;

"Effective Date" means the date upon which the Final Agreement will take effect;

"Ecological Reserve" means provincial Crown land that is set aside as an ecological reserve under provincial Law;

"Eligibility Criteria" means the criteria listed in paragraph 2 of the Eligibility and Enrolment Chapter;

"Eligible Voter" means a person who:

i. is eligible to vote under paragraph 7 of the Ratification Chapter; or
ii. who votes under paragraph 8 and whose vote is counted under paragraph 9 of the Ratification Chapter;

"Enrolled" means being entered on the Enrolment Register;

"Enrolment Committee" means the enrolment committee established under paragraph 11 of the Eligibility and Enrolment Chapter;

"Enrolment Register" means a list of persons who have been accepted for enrolment as Participants under the Eligibility and Enrolment Chapter;

"Environment" means the components of the Earth, and includes:

i. land, water and air, including all layers of the atmosphere;
ii. all organic and inorganic matter and living organisms; and
iii. the interacting natural systems that include components referred to in paragraphs (i) and (ii);

"Environmental Assessment" means an assessment of the environmental effects of a project;

"Environmental Assessment Act" means the Environmental Assessment Act, R.S.B.C. 1996, c. 119;

"Environmental Emergency" means an uncontrolled, unplanned, or accidental release, or release in contravention of Laws, of a substance into the Environment or the reasonable likelihood of such a release into the Environment, that;

i. has or may have an immediate or long-term harmful effect on the Environment;
ii. constitutes or may constitute a danger to the Environment on which human life depends; or
iii. constitutes or may constitute a danger to human life or health;

"Federal Project" means a project, as defined under the Canadian Environmental Assessment Act, that is subject to Environmental Assessment under the Canadian Environmental Assessment Act;

"Final Agreement" means the final agreement among the Parties that will be based on this Agreement;

"First Nations Land Management Act" means the First Nations Land Management Act, S.C. 1999, c. 24;

"Fish" includes:

i. shellfish and crustaceans;
ii. the parts of fish, shellfish and crustaceans; and
iii. the eggs, sperm, spawn, larvae, spat, juvenile stages and adult stages of fish, shellfish and crustaceans;

"Fishing" means fishing for, catching, or attempting to catch Fish by any method;

"Forest Activities" includes:

i. Forest Resources harvesting;
ii. Forest Road construction, modification, maintenance, use and deactivation;
iii. silviculture activities;
iv. grazing;
v. hay cutting;
vi. range development activities;
vii. forest fire use, control and suppression; and
viii. control of a Forest Health Problem;

"Forest Health Problem" means an insect or disease infestation adversely affecting a Forest Resource;

"Forest Resources" means Timber Forest Resources and Non-Timber Forest Resources;

"Forest Road" means a road constructed for the purpose of conducting Forest Activities;

"Fossils" mean remains, traces or imprints of animals or plants that have been preserved in rocks, and includes bones, shells, casts and tracks;

"Freshwater Fish" means non-anadromous Fish and steelhead;

"Geothermal Resources" means the natural heat of the Earth and all substances that derive thermal energy from it, including steam, water and water vapour and all substances dissolved in the steam, water and water vapour, but does not include water that has a temperature less than 80 degrees Celsius at the point where it reaches the surface;

"Harvest Level" means a defined harvest quantity or quota, or a formula for calculating a harvest quantity or quota for Lheidli T'enneh;

"Heritage Conservation Act" means the Heritage Conservation Act, R.S.B.C. 1996, c. 187;

"Heritage Site" means a site of archaeological, historical or cultural significance and includes graves and burial sites;

"Implementation Committee" means the implementation committee established under paragraph 5 of the Implementation Chapter;

"Income Tax Act" means the Income Tax Act, S.C. 1985 (5th Supp.), c. 1;

"Income Tax Act (British Columbia)" means the Income Tax Act, R.S.B.C. 1996, c. 215;

"Indian Act" means the Indian Act, R.S.C. 1985, c. I-5;

"Indian Reserve" means a tract of land, the legal title to which is vested in Her Majesty, that has been set apart by Her Majesty for the use and benefit of a Band within the meaning of the Indian Act;

"Initial Enrolment Period" means the period of time prior to the Effective Date, not exceeding one year, during which the Enrolment Committee is responsible for the enrolment process;

"Intellectual Property" means any intangible property right resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including, but not limited to, any right relating to patents, copyrights, trademarks, industrial designs, or plant breeders' rights;

"Joint Fisheries Committee" means the joint fisheries committee established under paragraph 53 of the Fisheries Chapter;

"Land Act" means the Land Act, R.S.B.C. 1996, c. 245;

"Land Code" means the Lheidli T'enneh First Nation Land Code approved and certified in accordance with the Framework Agreement on First Nation Land Management and the First Nations Land Management Act;

"Land Rights" means any aboriginal right, including aboriginal title and aboriginal rights to self-government, that relates to or affects lands, waters, wildlife, fish or other natural resources;

"Land Title Act" means the Land Title Act, R.S.B.C. 1996, c. 250;

"Law" includes federal, British Columbia and Lheidli T'enneh legislation, acts, ordinances, regulations, orders in council, by-laws, and the common Law, but does not include Lheidli T'enneh customary or traditional Laws;

"Lheidli T'enneh" means the collectivity of those aboriginal people, and their descendants, who:

i. assert that their heritage, history and culture, including their language and their religion, are tied to the lands and waters surrounding the confluence of the Fraser and the Nechako Rivers; or
ii. are eligible to be a Participant under the Final Agreement;

"Lheidli T'enneh Area" means the area set out in Appendix D;

"Lheidli T'enneh Artifact" means any object created by, traded to, commissioned by or given as a gift to a Lheidli T'enneh Citizen or Lheidli T'enneh community, or that originated from a Lheidli T'enneh community, or Lheidli T'enneh Cultural Heritage Site and that has past and ongoing importance to Lheidli T'enneh culture or spiritual practices, but does not include any object traded to, commissioned by or given as a gift to another First Nation or person;

"Lheidli T'enneh Band" means the Lheidli T'enneh Indian Band within the meaning of section 2 of the Indian Act;

"Lheidli T'enneh Capital" means all land, cash, and other assets transferred to, or recognized as owned by, Lheidli T'enneh under the Final Agreement except land added to Lheidli T'enneh Lands under paragraph 17 of the Lands Chapter;

"Lheidli T'enneh Citizen" means an individual who is a member of Lheidli T'enneh under Lheidli T'enneh Law;

"Lheidli T'enneh Constitution" means the constitution of Lheidli T'enneh adopted in accordance with the Governance Chapter;

"Lheidli T'enneh Corporation" means a body corporate incorporated under federal or provincial Law that is owned by Lheidli T'enneh or the Lheidli T'enneh Government;

"Lheidli T'enneh Fish Area" means the area referred to in paragraph 20 of the Fisheries Chapter;

"Lheidli T'enneh Government" means the government of Lheidli T'enneh as set out in the Governance Chapter and the Lheidli T'enneh Constitution;

"Lheidli T'enneh Lands" means those lands identified as Lheidli T'enneh lands under paragraph 1 of the Lands Chapter;

"Lheidli T'enneh Public Institution" means a Lheidli T'enneh Government body, board, commission, or tribunal established under Lheidli T'enneh Law;

"Lheidli T'enneh Road" means a road, including the road allowance, that forms part of Lheidli T'enneh Lands other than roads referred to in paragraph 9 of the Roads and Rights of Way Chapter;

"Local Government" means:

i. the council of a municipality; or
ii. the board of a regional district;

"Migratory Birds" means the birds as defined under federal Law that is enacted further to international conventions, and includes their eggs;

"Minister" means, in respect of any matter, the Minister or Ministers of Her Majesty the Queen in Right of Canada or in Right of British Columbia, as the case may be, having the responsibility, from time to time, for the exercise of powers in respect of the matter in question and includes a person appointed to serve, in the department over which the Minister presides, in a capacity appropriate to the exercise of those powers;

"Minor" means a person under the age of majority as determined under provincial Laws;

"National Historic Site" means any place declared to be of national historic interest or significance by the Minister;

"National Park" means federal Crown land established under federal Law and administered by Canada as a national park;

"Natural Gas" means all fluid hydrocarbons that are not defined as Petroleum and includes hydrogen sulphide, carbon dioxide, helium and coalbed methane;

"Non-Timber Forest Resources" includes branches, bark, cones, bushes, roots, moss, mushrooms, ferns, floral greens, herbs, berries, spices and seeds;

"Official Languages Act" means the Official Languages Act, R.S. 1985, c. 31 (4th Supp.);

"Official Voters List" means the list of Eligible Voters prepared by the Ratification Committee under paragraph 6 of the Ratification Chapter;

"Park" means a Provincial Park or a National Park;

"Participant" means a person who is on the Enrolment Register;

"Party" means a party to this Agreement;

"Petroleum" means crude petroleum and all other hydrocarbons, regardless of specific gravity, that are or can be recovered in liquid form from a pool or that are or can be recovered from oil sand or oil shale;

"Placer Mineral" means ore of metal and every natural substance that can be mined and that is either loose, or found in fragmentary or broken rock that is not talus rock and occurs in loose earth, gravel or sand, and includes rock or other materials from placer mine tailings, dumps and previously mined deposits of placer minerals;

"Protected Area" includes any land that is set aside or designated for any representative natural resource, recreation, conservation, historic or similar values under the authority of provincial or federal Law, but does not include a Park, Ecological Reserve or National Historic Site;

"Provincial Park" means provincial Crown land established as a provincial park under provincial Law;

"Provincial Project" means a reviewable project, as defined in the British Columbia Environmental Assessment Act that is subject to an Environmental Assessment under the British Columbia Environmental Assessment Act;

"Public Utility" means a person, or the person's lessee, trustee, receiver or liquidator that owns or operates in British Columbia equipment or facilities for the:

i. production, gathering, generating, processing, storage, transmission, sale, supply, distribution or delivery of petroleum (including petroleum products or byproducts), gas (including natural gas, natural gas liquids, propane and coal bed methane), electricity, steam, water, sewage, or any other agent for the production of light, heat, cold or power; or

ii. emission, transmission or reception of information, messages or communications by guided or unguided electromagnetic waves, including systems of cable, microwave, optical fibre or radio communications, if that service is offered to the public for compensation;

"Ratification Committee" means the committee established under paragraph 5 of the Ratification Chapter;

"Ratification Vote" means the vote conducted by the Ratification Committee for the ratification of the Final Agreement;

"Ratification Vote Date" means the date Lheidli T'enneh vote on the ratification of the Final Agreement;

"Records" means records documenting Lheidli T'enneh culture and includes any correspondence, memoranda, books, plans, maps, drawings, diagrams, pictorial or graphic work, photographs, films, microforms, sound recordings, videotape, machine readable records and any other documentary material regardless of physical form or characteristics and any copy thereof;

"Right of Way" means a defined area of land on which a grant is given for a specified use, including use for a public road, a Public Utility or other road referred to in paragraph 9 of the Roads and Rights of Way Chapter;

"Salmon" means sockeye, pink, chinook, coho and chum salmon;

"Stream" means a natural watercourse or source of water supply, whether usually containing water or not, ground water and a lake, river, creek, spring, ravine, swamp and gulch;

"Subsurface and Mineral Resources" include the following:

i. soil, peat, marl, sand, gravel and earth, including diatomaceous earth;
ii. slate, shale, argillite, limestone, marble, clay, gypsum, volcanic ash, rock, riprap and stone products;
iii. precious and base minerals, including Placer Minerals;
iv. coal, Petroleum and Natural Gas;
v. Fossils; and
vi. Geothermal Resources;

"Taxation Treatment Agreement" means the agreement under paragraph 11 of the Taxation Chapter;

"Tenure" means the permits, leases, licences, claims, reserves, grants and other legal interests in lands existing as of the Effective Date and listed in Appendix C;

"Timber Forest Resources" means trees, whether living or dead;

"Total Allowable Migratory Bird Harvest" means the maximum number of a Designated Migratory Bird Population that may be harvested in a specified period of time;

"Total Allowable Wildlife Harvest" means the maximum number of a Designated Species that may be harvested in the Lheidli T'enneh Area in each year;

"Transaction Tax" means a tax imposed under:

i. the Motor Fuel Act, R.S.B.C. 1996, c. 317;

ii. the Social Service Tax Act, R.S.B.C. 1996, c. 431 (except those sections pertaining to alcohol);
iii. the Tobacco Tax Act, R.S.B.C. 1996, c. 452;
iv. the Property Transfer Tax Act, R.S.B.C. 1996, c. 378;
v. the Hotel Room Tax Act, R.S.B.C. 1996, c. 207;
vi. section 4 of the Insurance Premium Tax Act, R.S.B.C. 1996, c. 232;
vii. Part IX of the Excise Tax Act, R.S.C. 1985, c. E-15; or
viii. any other tax agreed to by the Parties;

"Treaty Harvest Document" means a licence, permit, document, or amendment thereto, that is issued by the Minister under federal or provincial Law for Fishing under the Final Agreement;

"Upper Fraser River Watershed" means that part of the Fraser River basin upstream of the confluence with the Nechako River;

"Upper Fraser Salmon" means Salmon that originate in the Fraser River drainage system in or upstream of Naver Creek;

"Voting Officer" means a person authorized by the Ratification Committee to issue ballots for the Ratification Vote;

"Water Licence" means a licence, approval or other authorization under provincial Law for the storage, diversion, extraction or use of water, which authorizes the construction, maintenance and operation of works;

"Wildlife" means raptors, threatened species, endangered species, game or other species of vertebrates defined as wildlife under federal or provincial Laws, but does not include Fish or Migratory Birds;

"Wildlife Harvest Level" means a defined harvest quantity or quota, or a formula for calculating a harvest quantity or quota, of a Designated Species for Lheidli T'enneh food, social and ceremonial purposes; and

"Wildlife Harvest Plan" means a harvest plan developed in accordance with the Wildlife Chapter.

GENERAL PROVISIONS

NATURE OF AGREEMENT

1. This Agreement will form the basis for concluding the Final Agreement.

2. As soon as practicable after the approval of this Agreement, the Parties will begin to negotiate the Final Agreement.

3. The Parties acknowledge and agree that this Agreement and for greater certainty any of its provisions are not legally binding on any of the Parties and are without prejudice to the respective legal positions of the Parties prior to the Effective Date and neither this Agreement nor any related communications over the course of these negotiations will be used against any of the Parties in any court proceeding or any other forum or be construed as creating, negating, denying, recognizing, defining or amending any rights or obligations of any of the Parties except as expressly provided for in the Final Agreement and only upon the Effective Date.

FINAL AGREEMENT IS BINDING

4. The Final Agreement will be a treaty and a land claims agreement within the meaning of sections 25 and 35 of the Constitution Act, 1982 from the Effective Date.

5. There will be no legally binding treaty or land claims agreement until the Effective Date.

6. The Final Agreement will be binding on the Parties from the Effective Date.

7. The Parties will be entitled to rely on the Final Agreement from the Effective Date.

8. The Final Agreement will provide that Canada and British Columbia will recommend to Parliament and the Legislature of British Columbia, respectively, that settlement legislation provide that the Final Agreement is approved, given effect, declared valid and has the force of Law.

9. The Parties acknowledge that by virtue of the settlement legislation, the Final Agreement will be binding on and can be relied on by all persons.

REPRESENTATION AND WARRANTY

10. The Final Agreement will provide that Lheidli T'enneh represents and warrants to Canada and British Columbia that, in respect of the matters dealt with in the Final Agreement, it has the authority to enter, and it enters, into the Final Agreement on behalf of all persons who have any aboriginal rights, including aboriginal title, in Canada, or any claims to those rights, based on their identity as Lheidli T'enneh.

11. The Final Agreement will provide that Canada and British Columbia represent and warrant to Lheidli T'enneh that, in respect of the matters dealt with in the Final Agreement, they have the authority to enter into the Final Agreement within their respective authorities.

CONSTITUTION OF CANADA

12. The Final Agreement will not alter the Constitution of Canada, including:

    a. the distribution of powers between Canada and British Columbia;

    b. the identity of Lheidli T'enneh as aboriginal people of Canada within the meaning of the Constitution Act, 1982; and

    c. sections 25 and 35 of the Constitution Act, 1982.

13. The Final Agreement will provide that the Canadian Charter of Rights and Freedoms applies to the Lheidli T'enneh Government in respect of all matters within its authority.

14. The Final Agreement will provide that there are no "lands reserved for the Indians" within the meaning of the Constitution Act, 1867 for Lheidli T'enneh, and that there are no "reserves" as defined in the Indian Act for the use and benefit of Lheidli T'enneh, and, for greater certainty, that Lheidli T'enneh Lands are not "lands reserved for the Indians" within the meaning of the Constitution Act, 1867, and are not "reserves" as defined in the Indian Act.

HUMAN RIGHTS AND INTERNATIONAL LAW

15. The Final Agreement will provide for:

    a. political participation in Lheidli T'enneh Government of individuals who are not Lheidli T'enneh Citizens in the Lheidli T'enneh community;

    b. application of federal and provincial Laws in respect of human rights; and

    c. consistency of Lheidli T'enneh Laws and actions with Canada's international legal obligations.

APPLICATION OF FEDERAL AND PROVINCIAL LAWS

16. If an authority of British Columbia referred to in the Final Agreement is delegated from Canada and:

    a. the delegation of that authority is revoked; or

    b. if a superior court of a province, the Federal Court of Canada or the Supreme Court of Canada finally determines that the delegation of that authority is invalid,

    then the reference to British Columbia will be deemed to be a reference to Canada.

17. If an authority of Canada referred to in the Final Agreement is delegated from British Columbia and:

    a. the delegation of that authority is revoked; or

    b. if a superior court of a province, the Federal Court of Canada or the Supreme Court of Canada finally determines that the delegation of that authority is invalid,

    then the reference to Canada will be deemed to be a reference to British Columbia.

18. The Final Agreement will provide that federal and provincial Laws apply to Lheidli T'enneh, the Lheidli T'enneh Government, Lheidli T'enneh Public Institutions, Lheidli T'enneh Citizens and Lheidli T'enneh Lands.

19. Unless otherwise provided in the Final Agreement, Lheidli T'enneh Laws will not apply to Canada or British Columbia.

20. The Final Agreement will provide that if there is an inconsistency or a Conflict between the Final Agreement and the provisions of any federal or provincial Law, the Final Agreement will prevail to the extent of the inconsistency or Conflict.

21. The Final Agreement will provide that if there is an inconsistency or a Conflict between federal settlement legislation and the provisions of any other federal Law, the federal settlement legislation will prevail to the extent of the inconsistency or Conflict.

22. The Final Agreement will provide that if there is an inconsistency or a Conflict between provincial settlement legislation and the provisions of any provincial Law, the provincial settlement legislation will prevail to the extent of the inconsistency or Conflict.

23. Any licence, permit or other authorization, required to be issued by Canada or British Columbia as a result of the Final Agreement, will be issued under federal or provincial Law, as the case may be, and will not form part of the Final Agreement, but in the event of a Conflict between the Final Agreement and:

    a. the federal or provincial Law; or

    b. any term or condition of the licence, permit or other authorization,

    the Final Agreement will prevail to the extent of the Conflict.

24. Notwithstanding any other rule of priority in the Final Agreement, federal Laws will prevail over Lheidli T'enneh Laws to the extent of any Conflict involving a provision of a Lheidli T'enneh Law that:

    a. has a double aspect or an incidental impact on any area of federal jurisdiction not attributable to the Lheidli T'enneh Government in the Final Agreement;

    b. has a double aspect or an incidental impact on any of the jurisdictions dealt with in the Final Agreement that do not provide for priority of Lheidli T'enneh Laws; or

    c. Conflicts or is inconsistent with a federal Law that pursues an objective of overriding national importance.

25. Notwithstanding any other rule of priority in the Final Agreement, provincial Laws will prevail over Lheidli T'enneh Laws to the extent of any Conflict with a provision of a Lheidli T'enneh Law that has

a. an incidental impact on; or

b. double aspect where one of those aspects includes a subject matter that falls within

provincial jurisdiction and in respect of which the Lheidli T'enneh Government either

c. does not have authority under the Final Agreement; or

d. has authority to make Laws which do not have priority over provincial Laws under the Final Agreement.

OTHER RIGHTS, BENEFITS AND PROGRAMS

26. The Final Agreement will provide that Lheidli T'enneh Citizens who are Canadian citizens or permanent residents of Canada continue to be entitled to all of the rights and benefits applicable from time to time to other Canadian citizens or permanent residents of Canada.

27. The Final Agreement will not affect the eligibility of Lheidli T'enneh Citizens for federal and provincial programs for aboriginal people unless Lheidli T'enneh has assumed responsibility for delivery of those programs or services.

28. Nothing in the Final Agreement will affect the ability of Lheidli T'enneh or Lheidli T'enneh Citizens to apply for or bid on any commercial, economic or other activity or project for which they would otherwise be eligible.

29. Subject to the Transition Chapter and the Taxation Chapter, the Final Agreement will provide that the Indian Act, the Framework Agreement on First Nation Land Management, the First Nations Land Management Act, and the Land Code will not apply to Lheidli T'enneh, the Lheidli T'enneh Government or Lheidli T'enneh Citizens, except for the purpose of determining whether a person is an "Indian" within the meaning of the Indian Act.

JUDICIAL DETERMINATIONS IN RESPECT OF VALIDITY

30. If a superior court of a province, the Federal Court of Canada or the Supreme Court of Canada finally determines any provision of the Final Agreement to be invalid or unenforceable:

    a. the Parties will make best efforts to amend the Final Agreement to remedy or replace the provision; and

    b. the provision will be severable from the Final Agreement to the extent of the invalidity or unenforceability and the remainder of the Final Agreement will be construed, to the extent possible, to give effect to the intent of the Parties.

31. The Final Agreement will provide that no Party will challenge, or support a challenge to, the validity of any provision of the Final Agreement.

32. The Final Agreement will provide that a breach of the Final Agreement by a Party will not relieve any Party from its obligations under the Final Agreement.

CERTAINTY

33. The Final Agreement will be the full and final settlement of Lheidli T'enneh's aboriginal Land Rights, any other aboriginal rights related to other rights and authorities set out in the Final Agreement, and any rights added to the Final Agreement as part of the orderly process described in paragraph 40.

34. For greater certainty, the Final Agreement will provide that the rights and authorities set out in the Lheidli T'enneh Governance Agreement are not rights modified in the Final Agreement.

35. The Final Agreement will comprehensively set out Lheidli T'enneh's section 35 Land Rights and other section 35 rights relating to matters set out in the Final Agreement.

36. The Final Agreement will modify Lheidli T'enneh's aboriginal Land Rights, and other aboriginal rights that relate to matters set out in the Final Agreement, into the rights set out in the Final Agreement.

37. Lheidli T'enneh will release Canada and British Columbia from all claims in relation to past infringements of any aboriginal rights of Lheidli T'enneh, which infringement occurred before the Effective Date.

38. Canada and Lheidli T'enneh acknowledge that claims filed by Lheidli T'enneh prior to the Final Agreement, pursuant to Canada's Specific Claims policy, will be addressed prior to the Final Agreement.

39. The Lheidli T'enneh Governance Agreement will set out the agreement of Lheidli T'enneh not to assert or exercise any rights other than as set out in the Governance Agreement, for as long as the Lheidli T'enneh Governance Agreement is in force. This is not intended to affect the exercise of rights under the Final Agreement.

40. If Lheidli T'enneh wishes to exercise a right that is not addressed in the Lheidli T'enneh Governance Agreement or modified into a right set out in a Final Agreement, the Parties may discuss the matter and may agree to enter into negotiations on amending the Lheidli T'enneh Governance Agreement or the Final Agreement to incorporate the proposed right.

41. Between this Agreement and the Final Agreement, the Parties will work together to identify an acceptable back-up legal technique to the modification technique to achieve the certainty which the Parties seek.

CONSULTATION

42. The Final Agreement will provide that, when Canada and British Columbia have Consulted with or provided information to Lheidli T'enneh in respect of any activity, including a resource development or extraction activity, in accordance with their obligations under the Final Agreement and federal and provincial legislation, Canada and British Columbia will not have any additional obligations under the Final Agreement to Consult with or provide information to Lheidli T'enneh in respect of that activity.

PROVINCIAL LAW

43. The Final Agreement will provide that Canada will recommend to Parliament that federal settlement legislation include a provision that, to the extent that a Law of British Columbia does not apply of its own force to Lheidli T'enneh, the Lheidli T'enneh

Government, Lheidli T'enneh Public Institution, Lheidli T'enneh Lands or Lheidli T'enneh Citizens, that Law of British Columbia, subject to the federal settlement legislation, any other Act of Parliament and the Final Agreement, will apply to Lheidli T'enneh, the Lheidli T'enneh Government, Lheidli T'enneh Public Institution, Lheidli T'enneh Lands or Lheidli T'enneh Citizens, as the case may be.

INDEMNITIES

44. The Final Agreement will provide that Lheidli T'enneh will indemnify and save harmless Canada or British Columbia, as the case may be, from any:

    a. costs, excluding fees and disbursements of solicitors and other professional advisors;

    b. damages;

    c. losses; or

    d. liabilities,

    that Canada or British Columbia, respectively, may suffer or incur in connection with, or as a result of, any claims, demands, actions or proceedings relating to or arising out of any act or omission, before the Effective Date, that may have affected or infringed any aboriginal right, including aboriginal title, in Canada of Lheidli T'enneh.

45. The Final Agreement will provide that Lheidli T'enneh will indemnify and save harmless Canada or British Columbia, as the case may be, from any:

    a. costs, excluding fees and disbursements of solicitors and other professional advisors;

    b. damages;

    c. losses; or

    d. liabilities,

that Canada, or British Columbia, respectively, may suffer or incur in connection with or as a result of any claims, demands, actions or proceedings relating to or arising out of the existence of an aboriginal right, including aboriginal title, of Lheidli T'enneh in Canada that is other than, or different in attributes or geographical extent from, Lheidli T'enneh section 35 rights as set out in the Final Agreement.

46. The Final Agreement will provide that a Party who is the subject of a claim, demand, action or proceeding that may give rise to a requirement to provide payment to that Party under an indemnity under the Final Agreement:

   a. will vigorously defend the claim, demand, action or proceeding; and

   b. will not settle or compromise the claim, demand, action or proceeding except with the consent of the Party who has granted that indemnity, which consent will not be arbitrarily or unreasonably withheld or delayed.

OTHER ABORIGINAL PEOPLE

47. Nothing in the Final Agreement will affect, recognize or provide any rights under section 35 of the Constitution Act, 1982 for any aboriginal people other than Lheidli T'enneh.

48. The Final Agreement will provide that if a superior court of a province, the Federal Court of Canada or the Supreme Court of Canada finally determines that any aboriginal people, other than Lheidli T'enneh, have rights under section 35 of the Constitution Act, 1982 that are adversely affected by a provision of the Final Agreement:

   a. the provision of the Final Agreement will operate and have effect to the extent that it does not adversely affect those rights; and

   b. if the provision of the Final Agreement cannot operate and have effect in a way that it does not adversely affect those rights, the Parties will make best efforts to amend the Final Agreement to remedy or replace the provision.

49. The Final Agreement will provide that if Canada or British Columbia enters into a treaty or a land claims agreement within the meaning of sections 25 and 35 of the Constitution Act, 1982 with any other aboriginal people and that treaty or land claims agreement adversely affects Lheidli T'enneh section 35 rights as set out in the Final Agreement:

a. Canada or British Columbia, as the case may be, will provide Lheidli T'enneh with additional or replacement rights or other appropriate remedies;

b. at the request of Lheidli T'enneh, the Parties will negotiate and attempt to reach agreement on the provision of those additional or replacement rights or other appropriate remedies; and

c. if the Parties are unable to reach agreement on the provision of the additional or replacement rights or other appropriate remedies, the provision of those additional or replacement rights or remedies will be determined in accordance with the Dispute Resolution Chapter.

AMENDMENT PROVISIONS

50. Any Party may propose an amendment to the Final Agreement.

51. If a Party proposes an amendment under paragraph 50, the Parties agree that, before they proceed with amending the Final Agreement, they will attempt to find other means of satisfying the interests of the Party proposing the amendment.

52. If all Parties agree to amend the Final Agreement, the Parties will proceed diligently to agree on the wording of such an amendment.

53. Except for any provision of the Final Agreement that provides that an amendment requires the consent of only Lheidli T'enneh and either Canada or British Columbia, all amendments to the Final Agreement require the consent of all three Parties.

54. Canada will give consent to an amendment to the Final Agreement by order of the Governor in Council.

55. British Columbia will give consent to an amendment to the Final Agreement by resolution of the Legislative Assembly of British Columbia.

56. Lheidli T'enneh will give consent to an amendment to the Final Agreement by a resolution adopted by at least two-thirds of the elected members of the Lheidli T'enneh Government.

57. If federal or provincial legislation is required to give effect to an amendment to the Final Agreement, Canada or British Columbia, as the case may be, will recommend to Parliament or the Legislature that the required legislation be enacted.

58. An amendment to the Final Agreement takes effect on a date agreed to by the Parties to the amendment, but if no date is agreed to, on the date that the last Party required to consent to the amendment gives it consent.

59. The Parties agree to take the necessary steps to implement amended provisions of the Final Agreement as soon as possible after the amendment has been ratified by all of the Parties.

60. The Final Agreement will provide that all amendments will be made public in a manner to be prescribed in the Final Agreement.

61. The Final Agreement may specify some type of amendments to which the consent provisions set out in paragraphs 54 to 56 will not apply.

62. Notwithstanding paragraphs 53 to 58, if:

a. the Final Agreement provides:

    i. that Lheidli T'enneh and Canada or British Columbia will negotiate and attempt to reach agreement in respect of a matter that will result in an amendment to the Final Agreement, including a change to an Appendix; and
    ii. that if agreement is not reached, the matter will be finally determined by arbitration under the Dispute Resolution Chapter; and

b. those Parties have negotiated an agreement or the matter is determined by arbitration,

the Final Agreement will be deemed to be amended on the date the agreement or arbitrator's decision takes effect, as the case may be.

FREEDOM OF INFORMATION AND PRIVACY

63. The Final Agreement will provide that for the purposes of federal and provincial access to information and privacy legislation, information that the Lheidli T'enneh Government provides to Canada or British Columbia in confidence is deemed to be information received or obtained in confidence from another government.

64. The Final Agreement will provide that if the Lheidli T'enneh Government requests disclosure of information from Canada or British Columbia, the request will be evaluated as if it were a request by a province for disclosure of that information, but Canada and British Columbia are not required to disclose to the Lheidli T'enneh Government information that is only available to a particular province or particular provinces.

65. The Final Agreement will provide that the Parties may enter into agreements in respect of any one or more of the collection, protection, retention, use, disclosure and confidentiality of personal, general or other information.

66. The Final Agreement will provide that Canada or British Columbia may provide information to the Lheidli T'enneh Government in confidence if the Lheidli T'enneh Government has made a Law or has entered into an agreement with Canada or British Columbia, as the case may be, under which the confidentiality of the information will be protected.

67. Notwithstanding any other provision of the Final Agreement:

    a. Canada and British Columbia are not required to disclose any information that they are required or authorized to withhold under any federal or provincial Law, including under sections 37 to 39 of the Canada Evidence Act;

    b. if federal or provincial legislation allows the disclosure of certain information only if specified conditions for disclosure are satisfied, Canada and British Columbia are not required to disclose that information unless those conditions are satisfied; and

    c. the Parties are not required to disclose any information that may be withheld under a privilege at Law.

OBLIGATION TO NEGOTIATE

68. The Final Agreement will provide that whenever the Parties are obliged under any provision of the Final Agreement to negotiate and attempt to reach agreement, unless the Parties otherwise agree, all Parties will participate in the negotiations.

69. Where the Final Agreement provides that the Parties, or any two of them, "will negotiate and attempt to reach agreement", those negotiations will be conducted as set out in the Dispute Resolution Chapter, but none of the Parties are obliged to proceed to Stage Three of the Dispute Resolution Chapter unless, in a particular case, they are required to do so under paragraph 26 of the Dispute Resolution Chapter.

70. Except as set out in the Final Agreement, an agreement that is reached as a result of negotiations that are required or permitted under any paragraph of the Final Agreement is not part of the Final Agreement.

ENTIRE AGREEMENT

71. The Final Agreement will be the entire agreement among the Parties in respect of the subject matter of the Final Agreement and, except as set out in the Final Agreement, there is no representation, warranty, collateral agreement, condition, right or obligation affecting the Final Agreement.

72. The Schedules and Appendices to the Final Agreement form part of the Final Agreement.

INTERPRETATION

73. Except as set out in the Final Agreement, in the event of an inconsistency or Conflict between a provision of the General Provisions Chapter of the Final Agreement and any other provision of the Final Agreement, the provision of the General Provisions Chapter of the Final Agreement will prevail to the extent of the inconsistency or Conflict.

74. There will be no presumption that doubtful expressions, terms or provisions in the Final Agreement are to be resolved in favour of any particular Party.

75. In the Final Agreement:

a. the use of the word "will" denotes an obligation that, unless the Final Agreement provides to the contrary, must be carried out as soon as practicable after the Effective Date or the event that gives rise to the obligation;

b. unless it is otherwise clear from the context, the use of the word "including" means "including, but not limited to", and the use of the word "includes" means "includes, but is not limited to";

c. unless it is otherwise clear from the context, a reference in the Final Agreement to a "Chapter", "paragraph", "Schedule" or "Appendix" means a chapter, paragraph, schedule or appendix, respectively, of the Final Agreement;

d. headings and subheadings are for convenience only, do not form a part of the Final Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of the Final Agreement;

e. a reference to a statute includes every amendment to it, every regulation made under it and any Law enacted in substitution for it or in replacement of it;

f. unless it is otherwise clear from the context, the use of the singular includes the plural, and the use of the plural includes the singular;

g. a reference to "Canada's international legal obligations" will include those which are in effect on, or after, the Effective Date; and

h. a reference to "harvest" includes an attempt to harvest.

OFFICIAL LANGUAGES

76. For greater certainty, the Parties acknowledge that the Official Languages Act applies to the Final Agreement, including the execution of the Final Agreement.

NO IMPLIED WAIVER

77. The Final Agreement will provide that a provision of the Final Agreement, or the performance by a Party of an obligation under the Final Agreement, may not be waived unless the waiver is in writing and signed by the Party or Parties giving the waiver.

78. The Final Agreement will provide that no written waiver of a provision of the Final Agreement, of performance by a Party of an obligation under the Final Agreement or of default by a Party of an obligation under the Final Agreement, will be a waiver of any other provision, obligation or subsequent default.

ELIGIBILITY AND ENROLMENT

GENERAL

1. Unless otherwise provided in the Final Agreement, or in any federal or provincial Law, enrolment as a Participant will not confer upon or deny that Participant rights or benefits under any federal or provincial Law, including:

   a. rights of entry into Canada;

   b. Canadian citizenship; or

   c. the right to be registered as an Indian under the Indian Act, or any other rights or benefits conferred by the Indian Act.

ELIGIBILITY CRITERIA

2. An individual is eligible to be Enrolled under the Final Agreement if that individual is:

   a. an individual with Lheidli T'enneh ancestry;

   b. an Adopted Child of an individual described in paragraphs 2.a or 2.c or 2.e;

   c. a descendant of an individual described in paragraphs 2.a or 2.b or 2.e notwithstanding any adoption or any birth outside marriage;

   d. an individual who, based on a significant attachment to the community, has been adopted under Lheidli T'enneh customary Law; or

   e. a band member listed or entitled to be listed as a band member on the Lheidli T'enneh Band list under the Indian Act and who is an Indian as defined in the Indian Act.

APPLICATIONS FOR ENROLMENT

3. An Applicant may:
   a. apply to the Enrolment Committee for enrolment;
   b. appeal a decision of the Enrolment Committee to the Board; or
   c. seek judicial review of a decision of the Board, on the Applicant's own behalf, or on behalf of a Minor or an adult whose affairs the Applicant has legal authority to manage.

4. An Applicant has the burden of demonstrating to the Enrolment Committee that the Applicant meets the Eligibility Criteria.

5. If a Participant or an individual having legal authority to manage the affairs of a Participant applies to have the Participant's name removed from the Enrolment Register, the Enrolment Committee will remove the Participant's name and will notify the Participant or the individual who made the application.

OTHER LAND CLAIMS AGREEMENTS

6. An Applicant who is a member of an aboriginal group that is a signatory to a treaty or is an individual enrolled under another land claims agreement in Canada will not at the same time be Enrolled under the Final Agreement.

7. An Applicant who is a member of an aboriginal group that is a signatory to a treaty or is an individual enrolled under another land claims agreement in Canada may apply to be Enrolled if:
   a. the Applicant notifies the Enrolment Committee, upon application, that the Applicant is a member of a band that is a signatory to a treaty or is enrolled under another land claims agreement; and
   b. if the Applicant's application is accepted, the Applicant will no longer be entitled to the other treaty benefits or must withdraw from enrolment under the other land claims agreement, as the case may be.

8. An Applicant who is a member of an aboriginal group that is a signatory to a treaty or is an individual enrolled under another land claims agreement who meets the Eligibility Criteria, will be notified in writing by the Enrolment Committee that the Applicant has been conditionally Enrolled.

9. Within 60 days of notification, an individual who has been conditionally Enrolled under paragraph 8, will provide written evidence to the Enrolment Committee to demonstrate that the Applicant has withdrawn from the other land claims agreement, or membership in a Band if applicable, or the Enrolment Committee will remove the Applicant's name from the Enrolment register.

10. Enrolment will be effective when the Applicant ceases to be entitled to the other treaty benefits as a member of the Band entitled to treaty benefits or to be enrolled under the other land claims agreement.

THE ENROLMENT COMMITTEE

11. The Enrolment Committee will be established by Lheidli T'enneh at a time agreed upon by the Parties, and will be comprised of three representatives selected by Lheidli T'enneh.

12. Lheidli T'enneh will notify Canada and British Columbia of the members of the Enrolment Committee during the Initial Enrolment Period.

13. The Enrolment Committee will:

    a. establish enrolment procedures and set time limits;

    b. receive enrolment applications, consider each application, request further information if required, enrol before the Ratification Vote Date the Applicants who meet the Eligibility Criteria, and maintain a record of those decisions;

    c. establish and maintain an Enrolment Register;

    d. publish its procedures, including a list of the documentation and information required of each Applicant;

e. publish the Eligibility Criteria, provide information on the enrolment process and provide application forms to any individual who wishes to apply for enrolment;

f. notify in writing each Applicant and the Parties of its decision and, if enrolment is refused, provide written reasons;

g. provide information with respect to an Applicant's enrolment application, in confidence, on request to the Parties and the Board;

h. add names to, delete names from or amend names on the Enrolment Register in accordance with this Chapter and decisions of the Board;

i. unless otherwise provided in this Chapter, keep information provided by and about Applicants confidential;

j. provide a true copy of the Enrolment Register to the Parties and Ratification Committee on request; and

k. take reasonable steps to notify individuals potentially eligible to be Enrolled of the Eligibility Criteria and application procedures.

14. After a decision by the Enrolment Committee during the Initial Enrolment Period, the Applicant may submit new information to the Enrolment Committee.

15. The Committee may, before an appeal of a decision is commenced, vary the decision on the basis of new information, if it considers the decision was in error.

16. If the Enrolment Committee fails to decide upon an application for enrolment within the time established in its procedures, the application will be deemed to be refused and the failure to decide will constitute grounds for appeal to the Board.

17. Subject to this Chapter, all decisions of the Enrolment Committee will be final and binding.

THE ENROLMENT APPEAL BOARD

18. The Board will be established at a date to be agreed by the Parties.

19. The Board will be comprised of two members appointed by Lheidli T'enneh and one member appointed by Canada.

20. A member of the Enrolment Committee will not be a member of the Board.

21. An Applicant or a Party may appeal by written notice to the Board:

    a. any decision of the Enrolment Committee made under paragraph 8, 13.b, or 15; and

    b. any application that is deemed to be refused under paragraph 16.

22. The Board will:

    a. establish its own procedures and set time limits;

    b. hear and determine any appeal brought under paragraph 21 and decide whether the Applicant will be Enrolled;

    c. conduct its hearings in public unless it determines in a particular case that there are reasons for confidentiality that outweigh the public interest in an open hearing; and

    d. provide written reasons for its decision to the Applicant and the Parties.

23. The Board may:

    a. by subpoena require any individual to appear before the Board as a witness and produce any relevant document in that individual's possession; and

    b. require any witness to answer on oath or solemn affirmation any relevant question posed to the witness.

24. If an individual fails to comply with a direction of the Board made under paragraph 23.a or 23.b, on application by the Board, a judge of the Supreme Court of British Columbia may enforce a subpoena or direction.

25. Any Applicant, Party, or witness appearing before the Board may be represented by counsel or agent.

26. No action lies or may be commenced against the Board, or any member of the Board, the Enrolment Committee, or any member of the Enrolment Committee, for anything said or done or omitted to be said or done in good faith in the performance, or intended performance, of a duty or in the exercise of a power under this Chapter.

27. Subject to paragraphs 34 to 37, all decisions of the Board will be final and binding.

COSTS

28. During the Initial Enrolment Period, Canada and British Columbia will pay the reasonable and necessary costs of the Enrolment Committee and Board as defined in budgets that have been submitted by the Enrolment Committee and Board and that have been approved by Canada and British Columbia.

29. The Enrolment Committee and the Board will operate within their approved budgets.

30. After the Initial Enrolment Period, the Lheidli T'enneh Government will bear its own costs associated with enrolment.

ENROLMENT AFTER THE INITIAL ENROLMENT PERIOD

31. The Enrolment Committee and the Board will be dissolved when they have rendered decisions in respect of those applications or appeals commenced before the end of the Initial Enrolment Period.

32. After the Initial Enrolment Period, the Lheidli T'enneh Government will:

    a. be responsible for an enrolment process, including the application of the Eligibility Criteria;

    b. maintain the Enrolment Register;

    c. provide a true copy of the Enrolment Register to Canada and British Columbia each year or as otherwise requested by Canada or British Columbia; and

d. provide information concerning enrolment to Canada and British Columbia upon request by Canada or British Columbia.

33. On dissolution, the Enrolment Committee and the Board will provide their records to the Lheidli T'enneh Government and to Canada or British Columbia upon request.

JUDICIAL REVIEW

34. An Applicant or a Party may apply to the Supreme Court of British Columbia to review or set aside a decision of the Board, or any body established under paragraph 32.a on the grounds that the Board or body:

a. acted without jurisdiction, acted beyond its jurisdiction or refused to exercise its jurisdiction;

b. failed to observe procedural fairness;

c. erred in Law; or

d. based its decision on an erroneous finding of fact that it made in a perverse or capricious manner or without regard for the material before it.

35. On an application for judicial review, the Supreme Court of British Columbia may either dismiss the application, or set aside the decision and refer the matter back to the Board, or any body established under paragraph 32.a, for determination in accordance with such directions as the Court considers appropriate.

36. If the Board, or any body established under paragraph 32.a refuses or fails to hear or decide an appeal within a reasonable time, an Applicant or a Party may apply to the Supreme Court of British Columbia for an order directing the Board or body to hear or decide the appeal in accordance with such directions as the Court considers appropriate.

37. An Applicant or Party may apply for judicial review within 60 days of receiving notification of the decision of the Board or a longer time that may be determined by the Court.

APPROVAL OF THIS AGREEMENT

1. The chief negotiators for the Parties will jointly recommend in writing to their respective principals approval of this Agreement.

2. Lheidli T'enneh will have approved this Agreement when it is signed by the Chief and Council upon recommendation by the Lheidli T'enneh Community Treaty Council.

3. British Columbia will have approved this Agreement when it is signed by a Minister authorized by the Lieutenant Governor in Council.

4. Canada will have approved this Agreement when it is signed by the Minister authorized by the Governor in Council.

RATIFICATION

GENERAL

1. When the Final Agreement has been initialed by the chief negotiators for the Parties, it will be submitted for ratification by the Parties as set out in this Chapter.

2. Ratification of the Final Agreement by the Parties in accordance with this Chapter is a condition precedent to the validity of the Final Agreement and, unless so ratified, the Final Agreement has no force or effect.

RATIFICATION BY LHEIDLI T'ENNEH

3. Ratification of the Final Agreement by Lheidli T'enneh requires:

    a. at a meeting called by the Lheidli T'enneh Community Treaty Council, adoption by consensus of a motion to refer the Final Agreement to a Ratification Vote;

    b. conduct of the Ratification Vote;

    c. in the Ratification Vote, at least fifty percent plus one of Eligible Voters vote in favour of entering into the Final Agreement; and

    d. the Final Agreement be signed by an individual authorized to sign on behalf of Lheidli T'enneh.

4. All votes cast in a Ratification Vote will be by secret ballot.

THE RATIFICATION COMMITTEE

5. The Ratification Committee will be established by and governed by rules adopted by Lheidli T'enneh, and will include a representative of Canada, selected by the Minister of Indian Affairs and Northern Development.

6. Conduct of the Ratification Vote requires the following steps:

a. preparing and publishing a preliminary list of voters based on the information provided by the Enrolment Committee;

b. taking reasonable steps to provide the opportunity for Lheidli T'enneh to review the Final Agreement;

c. preparing and publishing an Official Voters List at least 14 days before the first day of general voting in the Ratification Vote by:

   i. determining whether each individual whose name is provided to it by the Enrolment Committee is eligible to vote; and
   ii. including on the Official Voters List the name of each individual whom the Ratification Committee determines to be eligible to vote under paragraph 6.c.i;

d. updating the Official Voters List by:

   i. at any time before the end of general voting, adding to the Official Voters List the name of each individual whom the Ratification Committee determines to be eligible to vote under paragraph 8;
   ii. adding to Official Voters List the name of each individual who votes under paragraph 8 and whose vote counts under paragraph 9;
   iii. removing from the Official Voters List the name of each individual who died on or before the last day of voting without having voted in the Ratification Vote; and
   iv. removing from the Official Voters List the name of each individual who did not vote in the Ratification Vote and who provides, within seven days of the last scheduled day of voting in the Ratification Vote, certification by a qualified medical practitioner that the individual was physically or mentally incapacitated to the point that they could not have voted on the dates set for general voting;

e. approving the form and content of the ballot;

f. authorizing and providing general direction to Voting Officers;

g. conducting the Ratification Vote on a day or days determined by the Ratification Committee; and

h. counting the Ratification Vote.

ELIGIBLE VOTERS

7. An individual is eligible to vote in the Ratification Vote if that individual:

   a. has been enrolled by the Enrolment Committee as a Participant in accordance with the eligibility criteria set out in paragraph 2 of the Eligibility and Enrolment Chapter;

   b. will be at least 16 years of age on the last scheduled day of voting for the Ratification Vote;

   c. is not a member of an aboriginal group that is a signatory to a treaty or is not an individual enrolled in any other land claims agreement in Canada.

8. An individual who is eligible to vote under paragraph 7 whose name is not included on the Official Voters List may vote in the Ratification Vote if that individual:

   a. provides a Voting Officer with a completed enrolment application form or evidence satisfactory to a Voting Officer that the individual has submitted an enrolment application form to the Enrolment Committee;

   b. provides evidence satisfactory to a Voting Officer that the individual meets the requirements set out in paragraphs 7.b; and

   c. declares in writing that the individual:

      i. meets the eligibility criteria set out in paragraph 2 of the Eligibility and Enrolment Chapter; and
      ii. is not a member of an aboriginal group that is a signatory to a treaty and is not enrolled in any other land claims agreement in Canada.

9. The vote of an individual under paragraph 8 counts in determining the outcome of the Ratification Vote only if the Ratification Committee determines that the individual is enrolled by the Enrolment Committee and meets the criteria set out in paragraphs 7.b and 7.c.

COSTS

10. Canada and British Columbia will pay the reasonable and necessary costs of the Ratification Committee within the budget agreed upon by the Parties.

RATIFICATION BY BRITISH COLUMBIA

11. Ratification of the Final Agreement by British Columbia requires:

    a. that the Final Agreement be signed by a Minister of the Crown on behalf of Her Majesty in Right of British Columbia; and

    b. the coming into force of provincial settlement legislation giving effect to the Final Agreement.

RATIFICATION BY CANADA

12. Ratification of the Final Agreement by Canada requires:

    a. that the Final Agreement be signed by a Minister of the Crown authorized by the Governor in Council; and

    b. the coming into force of federal settlement legislation giving effect to the Final Agreement.

ADOPTION OF THE LHEIDLI T'ENNEH CONSTITUTION

13. The Lheidli T'enneh Constitution will be considered approved if a majority of Eligible Voters participate in the Ratification Vote and at least a majority of participating voters vote to approve the Lheidli T'enneh Constitution.

14. The Lheidli T'enneh Constitution, once ratified in accordance with the Final Agreement, will come into force on the Effective Date.

LANDS

GENERAL

1. Pursuant to this Agreement the overall land package will consist of the lands set out in Appendix A and will comprise approximately 4027 hectares as follows:

   a. Lheidli T'enneh Lands amounting to 3820 hectares including:

      i. Indian Reserves identified in Appendix A-1a;
      ii. federal Crown land identified in Appendix A-1b; and
      iii. provincial Crown land identified in Appendices A-1c through A-1j; and

   b. Lheidli T'enneh private fee simple lands amounting to 207 hectares including:

      i. the Indian Reserve identified in Appendix A-2a; and
      ii. provincial Crown lands identified in Appendices A-2b and A-2c.

2. Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on the provision of up to approximately 150 hectares of additional lands through a treaty-related measure or measures on a "willing-seller, willing-buyer basis", or through other mechanisms, subject to:

   a. agreement by Canada and British Columbia on cost-sharing the treaty-related measure or other mechanism;

   b. agreement by the Parties to the terms of the treaty-related measure or other mechanism;

   c. the funds necessary for the treaty-related measure or other mechanism being deducted from the Capital Transfer specified in paragraph 1 of the Capital Transfer and Negotiation Loan Repayment Chapter; and

   d. appropriate federal and provincial approvals.

3. Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on whether lands acquired pursuant to paragraph 2 will, after the Final Agreement, be held by Lheidli T'enneh as private fee simple lands or as Lheidli T'enneh Lands.

4. Prior to the Final Agreement, the Parties will work with the provincial Agricultural Land Commission to establish a process to exclude existing Indian Reserves identified in Appendices A-1a and A-2a and the Prince George Agricultural Station from the agricultural land reserve.

5. Prior to the Final Agreement, British Columbia will make application to the Provincial Agricultural Land Commission to seek removal of the agricultural land reserve designation from the two areas of land identified in Appendix B.

6. Between this Agreement and Final Agreement, the Parties may negotiate and attempt to reach agreement on alternate Crown land for some or all of the parcels in Appendices A-1h, A-1i and A-1j. Any such adjustments would be dependant upon the agreement of the Parties and, in the absence of any such agreement, the land parcels presently set out in Appendix A would form the basis for Final Agreement negotiations.

LAW MAKING

7. The Lheidli T'enneh Government may make Laws in respect of:

    a. the management, possession and allocation of Lheidli T'enneh Lands owned by Lheidli T'enneh or a Lheidli T'enneh Corporation;

    b. the planning, zoning and development of Lheidli T'enneh Lands;

    c. interests in and licences on Lheidli T'enneh Lands;

    d. the establishment and operation of a Lheidli T'enneh land title or land registry system for Lheidli T'enneh Lands;

    e. expropriation for public purposes and public works by the Lheidli T'enneh Government of estates or interests in Lheidli T'enneh Lands other than:

        i. estates or interests granted or continued on the Effective Date unless specifically provided otherwise in the Final Agreement;

ii. estates or interests expropriated by Canada or British Columbia in accordance with the Lands Chapter;
iii. Rights of Way held by Canada, British Columbia or a Public Utility on the Effective Date; and
iv. any other interests upon which the Parties may agree in the Final Agreement.

8. In the event of a Conflict between a Lheidli T'enneh Law under paragraph 7 and a federal or provincial Law, the Lheidli T'enneh Law prevails to the extent of the Conflict unless specifically provided for otherwise in the Final Agreement.

9. In developing a Law pursuant to paragraph 7.b, Lheidli T'enneh will invite the Regional District of Fraser Fort George to participate in planning, zoning and development of Lheidli T'enneh Lands that are proposed for industrial uses or purposes.

OWNERSHIP OF LHEIDLI T'ENNEH LANDS

10. On the Effective Date, Lheidli T'enneh will own Lheidli T'enneh Lands in fee simple subject to the continuation of interests existing on the Effective Date as set out in Appendix C.

11. The Parties will update Appendix C prior to Final Agreement and prior to the Effective Date to reflect any additions, deletions or amendments.

12. In accordance with the Final Agreement, the Lheidli T'enneh Constitution, and Lheidli T'enneh Law, Lheidli T'enneh may:

a. dispose of the whole of its estate in fee simple in any parcel of Lheidli T'enneh Lands to any person; and

b. from the whole of its estate in fee simple, or its interest, in any parcel of Lheidli T'enneh Lands, create, or dispose of any lesser estate or interest to any person, including rights of way and covenants similar to those in sections 218 and 219 of the Land Title Act.

13. Notwithstanding any decision made by Canada, British Columbia or the Lheidli T'enneh Government in respect of a Federal Project or Provincial Project, no Federal Project or

Provincial Project on Lheidli T'enneh Land will proceed without the consent of the Lheidli T'enneh Government.

14. The Final Agreement will contain provisions concerning the status of Lheidli T'enneh Lands which are sold.

15. All methods of acquiring a right in or over land by prescription or by adverse possession, including the common Law doctrine of prescription and the doctrine of the lost modern grant, will be abolished in respect of Lheidli T'enneh Lands.

16. If, at any time, any parcel of Lheidli T'enneh Lands, or any estate or interest in a parcel of Lheidli T'enneh Lands, finally escheats to the Crown, the Crown will transfer, at no charge, that parcel, estate or interest to Lheidli T'enneh.

ADDITIONS TO LHEIDLI T'ENNEH LANDS

17. At any time after the Effective Date, with the agreement of Canada and British Columbia, Lheidli T'enneh may add to Lheidli T'enneh Lands, land that is:

    a. within the area set out in Appendix D;

    b. in areas that are not areas of overlap with

        i. other First Nations that have claims of legal interests,
        ii. areas subject to treaty negotiations,
        iii. areas subject to treaties,

        unless consent is obtained from the First Nation that has made the claim of legal interest or party to the treaty negotiation or treaty;

    c. outside of municipal boundaries or within municipal boundaries if the municipality consents; and

    d. owned in fee simple by Lheidli T'enneh.

18. Nothing in paragraph 17 obligates Canada or British Columbia to pay any costs associated with the purchase, transfer or related costs concerning the addition of lands to Lheidli T'enneh Lands.

19. When making a decision pursuant to paragraph 17, the Parties will take into account, among other factors:

    a. whether the land is contiguous to existing Lheidli T'enneh Lands; and

    b. interests of the Regional District of Fraser Fort George in cases where the land is within the Regional District of Fraser Fort George but not within a municipality.

20. If Lheidli T'enneh adds a parcel of land to Lheidli T'enneh Lands under paragraph 17, Appendix A will be amended to reflect the change to the boundaries of Lheidli T'enneh Lands.

REMOVAL OF LANDS FROM LHEIDLI T'ENNEH JURISDICTION

21. Land may be removed from Lheidli T'enneh jurisdiction if the Parties agree.

BOUNDARY RESOLUTION

22. If a Party provides the other Parties with a proposal to clarify the location of any part of a boundary of Lheidli T'enneh Lands, the Parties will follow a procedure to be set out in the Final Agreement.

SUBMERGED LANDS

23. British Columbia owns the submerged lands within Lheidli T'enneh Lands.

24. The Final Agreement may provide a process for dealing with emergent lands.

25. Lheidli T'enneh owns natural accretions to Lheidli T'enneh Lands, and boundary adjustments will be made according to procedures under paragraph 22.

REPLACEMENT INTERESTS

26. Prior to the Final Agreement, the Parties will negotiate replacement tenures, which will include access and ancillary rights, to be issued by Lheidli T'enneh for persons holding interests described in Appendix C.

CONTAMINATED SITES

27. British Columbia will provide site profiles for parcels of provincial Crown lands as described in Appendix E.

28. If prior to the Final Agreement Lheidli T'enneh identifies a potential contamination concern for a parcel referred to in Appendix E, British Columbia will negotiate and attempt to resolve the concern prior to Final Agreement.

PROVINCIAL EXPROPRIATION OF LHEIDLI T'ENNEH LANDS

29. British Columbia and Lheidli T'enneh agree that as a general principle, Lheidli T'enneh Lands will not be subject to expropriation, except as set out in this Chapter.

30. Lheidli T'enneh Lands may be expropriated by British Columbia:

    a. with the consent of the Lieutenant Governor in Council; and

    b. by and for the use of a provincial ministry or agent of British Columbia or third party who would otherwise have the authority to expropriate land under provincial legislation.

31. When making a decision to expropriate Lheidli T'enneh Lands, British Columbia will, in addition to other legal requirements that may apply, ensure the following requirements have been met:

    a. consider using other means than expropriation and will use such other means where reasonably feasible;

    b. use non-Lheidli T'enneh Lands where such land is reasonably feasible;

c. where it must use Lheidli T'enneh Lands, make reasonable efforts to acquire the land through agreement with the Lheidli T'enneh Government;

d. where it must expropriate Lheidli T'enneh Lands, expropriate only the smallest interest necessary and for the shortest time necessary; and

e. provide the Lheidli T'enneh Government with information relevant to the expropriation.

32. Prior to the Lieutenant Governor in Council consenting to the expropriation of Lheidli T'enneh Lands, the provincial ministry or agency expropriating the land will provide a report to the Lheidli T'enneh Government on the reasons justifying the expropriation and the steps taken in satisfaction of paragraph 31.

33. If Lheidli T'enneh responds to the report and objects to the expropriation, British Columbia and the Lheidli T'enneh Government may, within 60 days of the release of the report referred to in paragraph 32, attempt to resolve the objection raised by the Lheidli T'enneh Government.

34. Unless emergency circumstances exist, the Lieutenant Governor in Council will not consent to the expropriation before the end of the 60-day period provided for in paragraph 33.

35. In the event of the expropriation of Lheidli T'enneh Lands, British Columbia will provide compensation to Lheidli T'enneh Government in accordance with the Final Agreement.

36. In the event of the expropriation of Lheidli T'enneh Lands, British Columbia will attempt to provide Crown land as compensation or other land provided on a "willing-seller, willing-buyer" basis as compensation.

37. If the alternative land provided under paragraph 36 is of less than comparable value, British Columbia will provide additional compensation in accordance with paragraph 41.

38. If there is no agreement between British Columbia and Lheidli T'enneh on the provision of land as compensation under paragraph 36, British Columbia will provide Lheidli T'enneh Government with other compensation in accordance with paragraph 41.

39. If an expropriation under this Chapter results in the total amount of Lheidli T'enneh Lands becoming less than the total area of Lheidli T'enneh Lands existing as of the

Effective Date, the Lheidli T'enneh Government may refer to the Dispute Resolution Chapter the issue of obtaining replacement land of comparable value under paragraph 36, to the extent necessary to ensure that the total amount of Lheidli T'enneh Lands would not, after dispute resolution, be less than the total area of Lheidli T'enneh Lands existing as of the Effective Date.

40. Where an issue is referred to the Dispute Resolution Chapter in accordance with paragraph 39, any determination of further compensation under paragraph 41 will be deferred until completion of the dispute resolution proceedings.

41. The total value of the compensation provided by British Columbia will take into account the following factors:

    a. the fair market value of the land or interest that is expropriated;

    b. the replacement value of any improvement to the land where it is reasonably necessary to rebuild the improvement on other land;

    c. the damages attributable to disturbance;

    d. the value of any special economic advantage arising out of or incidental to the occupation or use of the affected Lheidli T'enneh Lands to the extent that this value is not otherwise compensated; and

    e. damages for any reduction in the value of a remaining interest.

42. Where an expropriation has an adverse affect on the cultural or other special value of the land, the Parties will negotiate and attempt to reach agreement on reasonable remedial measures.

43. Where less than the full interest of Lheidli T'enneh in Lheidli T'enneh Lands is expropriated by British Columbia:

    a. the land retains its status as Lheidli T'enneh Lands;

    b. the land remains subject to Lheidli T'enneh Law except to the extent that the Lheidli T'enneh Law is inconsistent with the use of land for which the expropriation took place; and

c. Lheidli T'enneh may continue to use and occupy the land, except to the extent that such use or occupation is inconsistent with the use of land for which the expropriation took place.

44. In the event of an expropriation of a full interest, alternative land accepted by Lheidli T'enneh Government as compensation, or part of the compensation, under paragraph 36, British Columbia will under paragraph 17 consent to the inclusion of alternative land if the requirements of paragraphs 17.a to 17.c are met.

45. Where an expropriated interest in Lheidli T'enneh Lands, be it the full interest or less than the full interest of Lheidli T'enneh in the Lheidli T'enneh Lands, is no longer required by British Columbia, the interest will be returned to Lheidli T'enneh subject to terms to be negotiated.

46. The Minister responsible for the expropriating ministry or agency, without the consent of the Lieutenant Governor in Council, may:

a. decide that the interest is no longer required; and

b. determine the disposition of any improvements.

47. For greater certainty, except to the extent that the provisions of this Chapter of the Final Agreement modify the application of provincial expropriation legislation to an expropriation under this Chapter, the provincial expropriation legislation applies to an expropriation under this Chapter.

FEDERAL EXPROPRIATION OF LHEIDLI T'ENNEH LANDS

48. Canada acknowledges as a general principle that federal expropriation of Lheidli T'enneh Lands will be avoided where reasonably practicable.

49. Notwithstanding paragraph 48, Canada may expropriate Lheidli T'enneh Lands in accordance with the Final Agreement.

INITIAL SURVEYS OR DESCRIPTIONS

50. Before the Effective Date, or as soon as practicable after the Effective Date, the boundaries of Lheidli T'enneh Lands will be described or surveyed in accordance with

instructions to be issued by the Surveyor General of British Columbia and approved by the Parties.

51. Canada and British Columbia will, as agreed between them, pay the full cost of the initial surveys or descriptions.

52. The Parties may, before or after the Effective Date, amend Appendix A to reflect minor adjustments that may be agreed upon by the Parties as a result of the initial surveys or descriptions.

LAND REGISTRY

53. The Final Agreement may set out the process under which Lheidli T'enneh Lands or parcels of Lheidli T'enneh Lands and legal interests in Lheidli T'enneh Lands may be registered under the provincial land title system.

54. Prior to the Final Agreement, the Parties will negotiate mechanisms to provide for certainty and predictability with respect to the future operation of a Lheidli T'enneh land title system relative to the provincial land title system if Lheidli T'enneh exercises authority under paragraph 7.d.

COMMERCIAL RECREATION TENURE

55. After approval of this Agreement, British Columbia will recommend a conditional withdrawal under section 17 of the Land Act in the name of Land and Water British Columbia for a two year term to note Lheidli T'enneh's interest in a commercial recreation tenure within the Willow River B watershed as set out in Appendix F.

56. Prior to the Final Agreement, British Columbia will negotiate with Lheidli T'enneh the terms of a commercial recreation tenure that is within a portion of the Willow River B watershed as set out in Appendix F, and that will be in accordance with existing Provincial Commercial Recreation Policy.

57. If the Parties have not reached Final Agreement within the two year term referred to in paragraph 55, British Columbia will consider renewing the section 17 conditional withdrawal.

58. After ratification of the Final Agreement, British Columbia will issue Lheidli T'enneh a commercial recreation tenure pursuant to paragraph 56, subject to British Columbia and Lheidli T'enneh agreeing the terms of a tenure.

ACCESS

GENERAL

1. Except as modified by the Final Agreement:

   a. the Lheidli T'enneh, as owner of Lheidli T'enneh Lands, has the same rights and obligations in respect of public access to Lheidli T'enneh Lands as owners of estates in fee simple have in respect of public access to their land; and

   b. in respect of unoccupied Lheidli T'enneh Lands, Lheidli T'enneh has liabilities similar to those of the Crown in respect of unoccupied Crown land.

LAW MAKING

2. The Lheidli T'enneh Government may make Laws in respect of access to Lheidli T'enneh Lands for purposes such as:

   a. public safety;

   b. the prevention of nuisance or damage, including fires;

   c. the protection of sensitive habitat areas; and

   d. regulation of access for harvesting or extracting of resources.

3. In the event of a Conflict between a federal or provincial Law and a Lheidli T'enneh Law made under paragraph 2, the federal or provincial Law will prevail to the extent of the Conflict.

PUBLIC ACCESS

4. The Lheidli T'enneh Government will allow reasonable public access to Lheidli T'enneh Lands for temporary non-commercial and temporary recreational uses, but public access does not include:

a. harvesting or extracting resources unless authorized by the Lheidli T'enneh Government or as set out in the Final Agreement;

b. causing measurable damage to Lheidli T'enneh Lands or resources on Lheidli T'enneh Lands;

c. causing mischief or nuisance; or

d. interfering with other uses authorized by the Lheidli T'enneh Government, or interfering with the ability of the Lheidli T'enneh Government to authorize uses of Lheidli T'enneh Lands.

5. The Lheidli T'enneh Government will provide reasonable opportunities for the public to hunt and fish on Lheidli T'enneh Lands in accordance with federal, provincial and Lheidli T'enneh Laws.

6. The Lheidli T'enneh Government and British Columbia will take reasonable measures to notify the public of Laws in respect of public access to Lheidli T'enneh Lands.

7. The Lheidli T'enneh Government will Consult with Canada and British Columbia in respect of any proposed Lheidli T'enneh Laws or land designations, or changes to Lheidli T'enneh Laws or land designations, that may reasonably be expected to affect public access to Lheidli T'enneh Lands.

8. If any designation of Lheidli T'enneh Lands has the effect of preventing public access to an area or location to which there is a public right of access under federal or provincial Law, the Lheidli T'enneh Government will provide reasonable alternative means of public access to that area or location.

9. The Final Agreement will not affect the public right of navigation.

CROWN ACCESS

10. Agents, employees, and contractors of Canada or British Columbia, members of the Canadian Armed Forces, peace officers appointed under federal or provincial Laws, and persons authorized to provide services related to Public Utilities under federal and

provincial Laws, may enter, cross and stay temporarily on Lheidli T'enneh Lands at no charge, fee or levy to:

a. deliver and manage programs and services;

b. carry out inspections;

c. enforce Laws;

d. carry out the terms of the Final Agreement;

e. respond to emergencies and natural disasters;

f. carry out other duties under the Laws of Canada and B.C.; and

g. undertake works, including:

   i. constructing drainage works,
   ii. maintaining slope stability,
   iii. removing dangerous trees or other hazards, or
   iv. carrying out emergency or normal repairs

where that is necessary for the protection, care, maintenance or construction of roads, Rights of Way or Public Utility works that are authorized on Lheidli T'enneh Lands or adjacent to Lheidli T'enneh Lands.

11. In undertaking works referred to in paragraph 10.g, the party undertaking the work will minimize the damage to and time spent on Lheidli T'enneh Lands, and will pay fair compensation for any interference with or damage to Lheidli T'enneh Lands that result from work undertaken.

12. Nothing in the Final Agreement or the Lheidli T'enneh Governance Agreement will affect the ability of persons acting in official capacity pursuant to lawful authority to have access to Lheidli T'enneh Lands.

13. The Final Agreement will not limit the authority of Canada or the Minister of National Defence to carry out activities related to national defence and security in accordance with federal Laws.

14. Unless otherwise agreed, Canada, British Columbia or persons authorized to provide services related to Public Utilities under federal and provincial Laws will provide reasonable notice of entry to Lheidli T'enneh Lands under paragraphs 10 or 13 to the Lheidli T'enneh Government:

    a. before the entry if it is practicable to do so; or

    b. as soon as practicable after the entry.

15. Notwithstanding paragraph 14, the requirement to provide reasonable notice therein does not apply to peace officers, investigators or federal and provincial law enforcement officers carrying out duties under the Laws of Canada and British Columbia.

ACCESS TO TENURES AND ESTATES IN FEE SIMPLE ON AND ADJACENT TO LHEIDLI T'ENNEH LANDS

16. The Lheidli T'enneh Government will allow access to any Tenure, located on or beneath Lheidli T'enneh Lands, consistent with the terms and conditions of that Tenure without payment of any charge, fee or levy.

17. If no other reasonable access exists across Crown land, the Lheidli T'enneh Government will allow reasonable access across Lheidli T'enneh Lands to any Tenure located on or beneath lands adjacent or in close proximity to Lheidli T'enneh Lands consistent with the terms and conditions of that Tenure without payment of any charge, fee or levy.

18. The Lheidli T'enneh Government will not unreasonably restrict access to a Tenure referred to in paragraphs 16 and 17.

19. The Lheidli T'enneh Government will allow access to an estate held in fee simple and listed in Appendix G that is surrounded by Lheidli T'enneh Lands without payment of any charge, fee or levy.

20. If no other reasonable access exists across Crown land, the Lheidli T'enneh Government will allow reasonable access across Lheidli T'enneh Lands to an estate held in fee simple and listed in Appendix G that is adjacent to Lheidli T'enneh Lands without payment of any charge, fee or levy.

21. Where access is allowed under paragraphs 19 and 20, the nature of the access to be allowed by the Lheidli T'enneh Government must be at least as favourable as:

    a. that which exists on the Effective Date, or

    b. that set out for specific parcels of property in Appendix G

    which ever is greater.

LHEIDLI T'ENNEH ACCESS TO NON-LHEIDLI T'ENNEH LANDS

22. Agents, employees, and contractors of the Lheidli T'enneh Government may, in accordance with federal and provincial Laws and the terms of any uses authorized by the Crown, enter, cross and stay temporarily on Crown land, at no charge, fee or levy to:

    a. deliver and manage programs and services;

    b. carry out inspections;

    c. enforce Laws; and

    d. carry out the terms of the Final Agreement.

23. Unless otherwise agreed, the Lheidli T'enneh Government will provide reasonable notice of entry onto Crown land under paragraph 22 to Canada or British Columbia as the case may be:

    a. before the entry if it is practicable to do so; or

    b. as soon as practicable after the entry.

ROADS AND RIGHTS OF WAY

LAW MAKING

1. The Lheidli T'enneh Government may make Laws regarding the regulation of traffic and transportation, including for safety and access on Lheidli T'enneh Roads and other roads referred to in paragraph 9 to the same extent as municipalities in the province.

2. In the event of a Conflict between a federal or provincial Law and a Lheidli T'enneh Law made under paragraph 1, the federal or provincial Law will prevail to the extent of the Conflict.

CROWN ROADS

3. Crown Roads existing as of the Effective Date will be excluded from the lands described in Appendix A.

4. Where a Crown Road adjacent to Lheidli T'enneh Lands is closed and is no longer required for transportation or Public Utility purposes, Canada or British Columbia, as appropriate, will:

   a. advise Lheidli T'enneh; and

   b. take reasonable steps to negotiate the transfer of that land to Lheidli T'enneh, on terms mutually acceptable.

5. Where a Crown Road through Lheidli T'enneh Lands is closed and is no longer required for transportation or Public Utility purposes, Canada or British Columbia, as appropriate, will provide Lheidli T'enneh with a right of first refusal before otherwise disposing of the land to any other party.

LHEIDLI T'ENNEH ROADS

6. Lheidli T'enneh Roads form part of Lheidli T'enneh Lands.

7. Lheidli T'enneh Roads are owned by Lheidli T'enneh and are administered and controlled by the Lheidli T'enneh Government.

8. Lheidli T'enneh Roads are open to the public unless designated otherwise by the Lheidli T'enneh Government.

OTHER ROADS

9. The Lheidli T'enneh Government will grant rights for the use of and access to those roads set out in Appendix C, which form part of Lheidli T'enneh Lands and are owned by Lheidli T'enneh.

PUBLIC UTILITIES

10. Public Utility Rights of Way described in Appendix H will be excluded from Lheidli T'enneh Lands.

RAILROADS

11. Railroads described in Appendix H do not form part of Lheidli T'enneh Lands.

GENERAL

12. British Columbia or Canada has the right to regulate all matters in respect of:

    a. the location and design of intersecting roads giving access to or from Crown Roads; and

    b. the height and location of structures on Lheidli T'enneh Lands adjacent to Crown Roads,

    to the extent reasonably required to protect the safety of the users of the Crown Road or the functional capacity of the Crown Road.

FUTURE ACQUISITION

13. Crown Roads established in the future will be subject to the provisions of the Final Agreement.

14. Where it is not possible to identify future access requirements in advance of the Final Agreement, acquisition of Lheidli T'enneh Lands will occur in accordance with the Lands Chapter.

FORESTRY

FOREST RESOURCES AND FOREST ACTIVITIES ON LHEIDLI T'ENNEH LANDS

1. Lheidli T'enneh will own all Forest Resources on Lheidli T'enneh Lands.

2. Provincial forestry and range Laws, including Laws in respect of forest practices applicable to private land, will apply on Lheidli T'enneh Lands.

3. Nothing in the Final Agreement will confer jurisdiction on the Lheidli T'enneh Government to make Laws applicable to timber marks and scaling, and, for greater certainty, provincial Laws applicable to timber marks and scaling will apply on Lheidli T'enneh Lands.

4. Nothing in the Final Agreement will confer jurisdiction on the Lheidli T'enneh Government to make Laws applicable to the manufacture of products from Forest Resources and to the export from British Columbia of Forest Resources, and, for greater certainty, federal and provincial Laws applicable to the manufacture of products from Forest Resources and to the export from British Columbia of Forest Resources will apply on Lheidli T'enneh Lands.

5. The Lheidli T'enneh Government will negotiate and attempt to reach agreement with British Columbia, and, if requested, with Canada, on information sharing including annual reporting on Forest Activities on Lheidli T'enneh Lands.

LAW MAKING

6. The Lheidli T'enneh Government may make Laws in respect of Forest Resources and Forest Activities applicable on Lheidli T'enneh Lands.

7. In the event of a Conflict between a provincial Law and a Lheidli T'enneh Law made under paragraph 6, the provincial Law will prevail to the extent of the Conflict.

8. The standards prescribed by Lheidli T'enneh Laws made under paragraph 6 will meet or exceed the standards prescribed by provincial Laws in respect of Forest Activities and Forest Resources applicable to private lands.

INFORMATION SHARING AND COMMUNICATION

9. British Columbia and Lheidli T'enneh will negotiate and attempt to reach agreement on information sharing and communication arrangements respecting matters covered by this Chapter.

SILVICULTURE

10. British Columbia will ensure that silviculture obligations, existing as of the Effective Date, are met on lands that become Lheidli T'enneh Lands.

FOREST FIRE SUPPRESSION AND FOREST FIRE CONTROL

11. During Final Agreement negotiations, the Parties will set out arrangements between British Columbia, Canada and Lheidli T'enneh for fire control and fire suppression.

FOREST HEALTH PROBLEMS

12. The Lheidli T'enneh Government will be responsible for the management and control of Forest Health Problems on Lheidli T'enneh Lands.

13. If Canada or British Columbia is aware of an existing or potential Forest Health Problem on Lheidli T'enneh Lands that threatens Forest Resources on Crown land, Canada or British Columbia, as the case may be, will notify the Lheidli T'enneh Government of the Forest Health Problem and Canada or British Columbia, as the case may be, and the Lheidli T'enneh Government will use reasonable efforts to reach an agreement on an appropriate co-operative response to minimize its impact on Crown land.

14. If the Lheidli T'enneh Government is aware of an existing or potential Forest Health Problem on Crown land that threatens Forest Resources on Lheidli T'enneh Lands, the Lheidli T'enneh Government will notify Canada or British Columbia, as the case may be, of the Forest Health Problem, and Canada or British Columbia, as the case may be, and the Lheidli T'enneh Government will use reasonable efforts to reach an agreement on an appropriate co-operative response to minimize its impact on Lheidli T'enneh Lands.

TRANSITIONAL PROVISIONS FOR FOREST RESOURCES AND FOREST ACTIVITIES

15. The provisions of this Chapter are subject to any transitional provisions of this Agreement and the Final Agreement.

16. The Final Agreement may, if required, set out detailed measures to provide for an orderly and efficient transition to the Lheidli T'enneh Government of the authority on, and management of Forest Resources on, Lheidli T'enneh Lands and the transition period during which such transitional measures will apply.

17. British Columbia and Lheidli T'enneh will pursue the issuance of a direct award Community Forest Pilot Agreement pursuant to the Interim Measures Agreement signed on March 3, 2003.

18. Nothing in the Final Agreement will prevent the Lheidli T'enneh Government or Lheidli T'enneh Citizens from applying for forestry tenures in accordance with provincial Law.

SUBSURFACE AND MINERAL RESOURCES

1. The Lheidli T'enneh Government will own all Subsurface and Mineral Resources on or beneath the surface of Lheidli T'enneh Lands subject to paragraph 10 of the Lands Chapter.

2. The Lheidli T'enneh Government will have the exclusive authority to determine, collect and administer any fees, rents, royalties or other charges in respect of Subsurface and Mineral Resources owned by Lheidli T'enneh on or beneath the surface of Lheidli T'enneh Lands.

3. The Lheidli T'enneh Government will receive fees, rents, royalties and other charges accruing from the exploration, development and production of Subsurface and Mineral Resources on or beneath the surface of Lheidli T'enneh Lands and, for greater certainty, the fees, rents, royalties and other charges accruing from Subsurface and Mineral Resource Tenures.

4. The Lheidli T'enneh Government and British Columbia may enter into agreements in respect of the application on Lheidli T'enneh Lands of provincial administrative systems relating to:

   a. claim staking;

   b. recording and inspecting of subsurface exploration and development;

   c. the collection of fees, rents, royalties and other charges by British Columbia on behalf of the Lheidli T'enneh Government; and

   d. other similar matters.

5. Nothing in the Final Agreement confers jurisdiction on the Lheidli T'enneh Government to make Laws in respect of:

   a. the exploration for, development, production, use and application of nuclear energy and atomic energy and the production, possession and use, for any purpose, of nuclear substances, prescribed substances, prescribed equipment and prescribed information; and

b. occupational health and safety and labour standards in respect of the exploration, development and production of nuclear energy and atomic energy,

and, for greater certainty, federal and provincial Laws in respect of the matters described in paragraphs 5.a and 5.b will apply on and beneath Lheidli T'enneh Lands.

6. Nothing in the Final Agreement confers jurisdiction on the Lheidli T'enneh Government to make Laws in respect of:

a. the exploration, development and production of Petroleum and Natural Gas, including but not limited to those in respect of drilling and production spacing, target areas, conservation and allocation of Petroleum and Natural Gas among parties having interests in the same reservoir; and

b. occupational health and safety and labour standards in respect of Subsurface and Mineral Resources exploration, development, production and site reclamation,

and for greater certainty, provincial Laws in respect of the matters described in paragraphs 6.a and 6.b will apply on and beneath Lheidli T'enneh Lands.

7. Subsurface and Mineral Resource Tenures will continue in accordance with provincial Law and the terms and conditions of those Tenures will be administered by British Columbia.

8. The Lheidli T'enneh Government will allow access to each holder of a Subsurface and Mineral Resource Tenure for the purposes of exploration, development and production of the Subsurface and Mineral Resources and site reclamation, in accordance with the terms and conditions of that Tenure and the Access Chapter of the Final Agreement.

WATER

GENERAL

1. Nothing in the Final Agreement will be construed to confer any proprietary rights respecting water.

2. Storage, diversion, extraction or use of water will be licenced in accordance with federal and provincial Law.

LAW MAKING

3. The Lheidli T'enneh Government may make Laws in respect of:

   a. the consent of the Lheidli T'enneh Government under paragraph 8.a and paragraph 13.a for Water Licences from the water reservation; and

   b. the supply to, and the use of water by, Lheidli T'enneh Citizens from a Water Licence issued to the Lheidli T'enneh Government in accordance with paragraphs 8 and 13.

4. In the event of a Conflict between a federal or provincial Law and a Lheidli T'enneh Law made under paragraph 3, the federal or provincial Law will prevail to the extent of the Conflict.

WATER RESERVATION

5. The Final Agreement will provide for a Lheidli T'enneh water reservation for community uses such as domestic, agricultural, waterworks and industrial uses of water, with the exception of hydro power, on Lheidli T'enneh Lands.

6. On the Effective Date, British Columbia will establish a Lheidli T'enneh water reservation under the Water Act that specifies a volume of unrecorded water, the Streams that are subject to the water reservation, and the extent to which the water reservation applies to those Streams.

7. After the Streams that are to be subject to the water reservation are identified, British Columbia will recommend the establishment of a water reservation under the Water Act in favour of British Columbia to achieve the purpose of paragraph 6.

8. If Lheidli T'enneh Government or a Lheidli T'enneh Citizen applies to British Columbia for a Water Licence to acquire rights to the storage, diversion, extraction or use of water on Lheidli T'enneh Lands to be applied against the Lheidli T'enneh water reservation and:

   a. the Lheidli T'enneh Government has consented to the application;

   b. the application conforms to provincial regulatory requirements;

   c. the Lheidli T'enneh water reservation is not fully allocated under other Water Licences;

   d. there is sufficient unrecorded volume of flow in the Lheidli T'enneh water reservation;

   e. the Lheidli T'enneh water reservation, as it relates to the particular Stream, is not fully allocated under other Water Licences; and

   f. the application is for a volume of flow that, together with the total volume of flow licenced for that Stream under the Final Agreement, does not exceed a percentage of Available Flow for that Stream as set out in the Final Agreement,

   British Columbia will approve the application and issue the Water Licence.

9. The volume of the water in the Lheidli T'enneh water reservation established under paragraph 6 will be determined at any one time by deducting from the Lheidli T'enneh water reservation, the volume of water licenced under paragraph 8 and paragraph 13.

10. If a Water Licence issued under paragraph 8 is cancelled, expires, or otherwise terminates, the volume of flow in that Water Licence will be added to the unrecorded volume of flow in the Lheidli T'enneh water reservation.

11. A Water Licence issued to the Lheidli T'enneh Government or a Lheidli T'enneh Citizen under paragraph 8 will not be subject to rentals, fees or other charges by British Columbia.

12. The Lheidli T'enneh Government or a Lheidli T'enneh Citizen may apply for a Water Licence for the storage, diversion, extraction or use of water off Lheidli T'enneh Lands and be applied against the Lheidli T'enneh water reservation.

13. British Columbia will approve an application under paragraph 12 and issue the Water Licence if:

    a. the Lheidli T'enneh Government has consented to the application;

    b. the application conforms to provincial regulatory requirements;

    c. the water to be licenced is deducted from the amount of water reserved under the Lheidli T'enneh water reservation;

    d. it is a condition of the licence that it will terminate when the water is required for a purpose for which it was reserved under paragraph 5;

    e. the Lheidli T'enneh water reservation is not fully allocated under other Water Licences;

    f. there is sufficient unrecorded volume of flow in the Lheidli T'enneh water reservation;

    g. the Lheidli T'enneh water reservation, as it relates to the particular Stream, is not fully allocated under other Water Licences; and

    h. the application is for a volume of flow that, together with the total volume of flow licenced for that Stream under the Final Agreement, does not exceed a percentage of Available Flow for that Stream as set out in the Final Agreement.

14. If a Water Licence issued under paragraph 13 is cancelled, expires, or otherwise terminates, the volume of flow in that Water Licence will be added to the unrecorded volume of flow in the Lheidli T'enneh water reservation.

15. Nothing in the Final Agreement prevents the Lheidli T'enneh Government or Lheidli T'enneh Citizens from applying for Water Licences in accordance with federal or provincial Law for the storage, diversion, extraction or use of water off Lheidli T'enneh Lands.

16. If a person other than the Lheidli T'enneh Government has a Water Licence and requires access across, or an interest in Lheidli T'enneh Lands for the construction, maintenance, improvement or operation of works authorized under the licence, Lheidli T'enneh may not unreasonably withhold consent, and will take reasonable steps, to ensure that access or the granting of that interest.

17. In accordance with paragraph 26 of the Dispute Resolution Chapter, British Columbia or Lheidli T'enneh may refer a dispute arising under paragraph 16 of this Chapter to be finally determined by arbitration under the Dispute Resolution Chapter.

WATER MANAGEMENT

18. The Lheidli T'enneh Government may participate in water planning processes in the same manner as local governments and other First Nations for:

    a. the Upper Fraser River Watershed; and

    b. any tributary of the Fraser River within the Upper Fraser River Watershed.

19. In respect of the management of water within the Upper Fraser River Watershed, the Lheidli T'enneh Government and Canada or British Columbia may negotiate agreements to:

    a. define respective roles and responsibilities of the Parties;

    b. coordinate activities related to:

        i. flood response and public safety;
        ii. protection of water quality;
        iii. water conservation;
        iv. ground water management and regulation;
        v. resource inventory;
        vi. monitoring of water quality and quantity;

   vii. management of and access to information;
   viii. any other matters as agreed to by the Parties; and

c. identify watersheds that require water management planning.

20. If a watershed within the Upper Fraser River Watershed has been identified as requiring a water management plan under paragraph 19.c, the Lheidli T'enneh Government and Canada or British Columbia may negotiate agreements in respect of:

a. water management objectives;

b. a process for the timely and effective development of a plan, including the respective roles of the Parties; and

c. the method for approval of the plan and its implementation.

LHEIDLI T'ENNEH HYDRO POWER RESERVATION

21. In addition to the Lheidli T'enneh water reservation established under paragraph 6, British Columbia will, subject to Available Flow, establish a water reservation of the unrecorded water of specific Streams identified in the Final Agreement in favour of the Lheidli T'enneh Government for 20 years after the Effective Date to enable the Lheidli T'enneh Government to investigate the suitability of those Streams for hydro power purposes, including related storage purposes.

22. If the Lheidli T'enneh Government applies for a water reservation for hydro power purposes on a Stream subject to the Lheidli T'enneh hydro power reservation under paragraph 21, British Columbia, after considering the results of any investigation referred to in paragraph 21 and subject to Available Flow, will establish a Lheidli T'enneh hydro power reservation for hydro power purposes and any related storage purposes on that Stream if it considers that Stream to be suitable for hydro power purposes.

23. If British Columbia establishes a water reservation for hydro power purposes on a Stream under paragraph 22, the Lheidli T'enneh hydro power reservation under paragraph 21 will terminate in respect of that Stream.

24. If, after British Columbia establishes a water reservation for hydro power purposes under paragraph 22, the Lheidli T'enneh Government applies for a Water Licence for hydro

power purposes and any related storage purposes for a volume of flow from the Stream subject to that water reservation, British Columbia will grant the Water Licence if the proposed hydro power project conforms to federal and provincial Laws, and there is sufficient Available Flow in the Stream.

25. If British Columbia issues a Water Licence under paragraph 24, the water reservation established under paragraph 22 will terminate in respect of that Stream.

FISHERIES

GENERAL

1. Lheidli T'enneh will have the right to harvest Fish in the Lheidli T'enneh Fish Area in accordance with the Final Agreement.

2. The right to harvest Fish under the Final Agreement will be held by Lheidli T'enneh.

3. Lheidli T'enneh may not alienate the right to harvest Fish under the Final Agreement.

4. Except as otherwise provided under a Lheidli T'enneh Law, all Lheidli T'enneh Citizens may exercise the right to harvest Fish under the Final Agreement.

5. The Lheidli T'enneh right to harvest Fish will be limited by:

   a. measures necessary for conservation; and

   b. measures necessary for public health or public safety.

6. Where a Harvest Level for Fish has been established under the Final Agreement, the Lheidli T'enneh Government may issue documentation to persons who are not Lheidli T'enneh Citizens to harvest those Fish under the Final Agreement.

7. The Minister will retain authority to manage and conserve Fish and Fish habitat and will exercise that authority in a manner consistent with the Final Agreement.

8. The Crown may authorize use of or Dispose of Crown Land, and any authorized use or disposition may affect the methods, times and locations of harvest of Fish under the Final Agreement, provided that the Crown ensures that those authorized uses or dispositions do not deny Lheidli T'enneh Citizens the reasonable opportunity to harvest Fish under the Final Agreement.

9. The Lheidli T'enneh right to harvest Fish will be exercised in a manner that does not interfere with other authorized uses or dispositions of Crown Land existing as of the Effective Date or authorized in accordance with paragraph 8.

10. Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on the factors to be considered in determining whether the reasonable opportunity to harvest Fish would be denied under paragraph 8.

11. In negotiating the factors under paragraph 10, the Parties will consider the potential role for the Joint Fisheries Committee.

12. Nothing in the Final Agreement will be construed to confer any proprietary rights respecting Fish.

13. Fish harvested under the Final Agreement are for food, social and ceremonial purposes and may not be sold.

14. For greater certainty, Fish:

    a. harvested for sale under the Harvest Agreement; or

    b. any surplus Salmon permitted to be harvested;

    are not harvested under the Final Agreement.

15. Except as otherwise provided under Lheidli T'enneh Law, Lheidli T'enneh Citizens may trade or barter Fish harvested under the Final Agreement:

    a. among themselves; and

    b. with other aboriginal people of Canada resident in British Columbia.

16. For greater certainty:

    a. trade or barter does not include sale; and

    b. traded or bartered Fish may not be sold.

17. The Final Agreement will not preclude Lheidli T'enneh Citizens from:

    a. fishing throughout Canada in accordance with federal and provincial Laws; and

b. being designated by a First Nation to harvest Fish and aquatic plants under a land claims agreement or a federal or provincial arrangement with that First Nation.

18. Following approval of this Agreement, the Parties will negotiate and attempt to reach agreement on the negotiation of a treaty related measure or treaty related measures concerning fisheries or fisheries management issues addressed in this Chapter.

19. Prior to the Final Agreement, Canada and Lheidli T'enneh will negotiate a one-time payment by Canada that will be used for the establishment of a Lheidli T'enneh fisheries fund to support activities such as stock assessment.

20. The Lheidli T'enneh Fish Area will be determined prior to Final Agreement and will generally be based on the Lheidli T'enneh Area, excluding the area of the Arctic Ocean watershed, the Columbia River watershed, and portions of the Cariboo River watershed, and may include other adjustments having regard to watershed geography and fisheries management considerations.

LAW MAKING

21. The Lheidli T'enneh Government may make Laws on the following matters:

    a. persons who may harvest Fish under the Final Agreement;

    b. allocation of the Harvest Level to Lheidli T'enneh Citizens;

    c. distribution of the Fish harvested under the Final Agreement to Lheidli T'enneh Citizens; and

    d. other fisheries matters as agreed to by the Parties.

22. In the event of a Conflict between a Law made under paragraph 21 and a federal or provincial Law, the Lheidli T'enneh Law will prevail to the extent of the Conflict.

23. The Lheidli T'enneh Government may make Laws on the following matters:

    a. use of fishing gear or fishing methods described in Treaty Harvest Documents by persons fishing under the Final Agreement provided those Laws are consistent with the Treaty Harvest Documents;

b. trade or barter of Fish under the Final Agreement; and

c. other Lheidli T'enneh fisheries matters as agreed to by the Parties.

24. The Lheidli T'enneh Government will make Laws to require all persons who harvest Fish under the Final Agreement to carry and produce documentation issued by the Lheidli T'enneh Government on request by an authorized person.

25. Documentation issued by the Lheidli T'enneh Government in accordance with paragraph 24 will:

a. be in the English language and, at the discretion of Lheidli T'enneh, in the Carrier language;

b. include the name and address of the person; and

c. meet any other requirements set out in the Final Agreement.

26. In the event of a Conflict between a Law made under paragraphs 23 or 24 and a federal or provincial Law, the federal or provincial Law will prevail to the extent of the Conflict.

HARVEST LEVELS

Salmon

27. Prior to the Final Agreement, the Parties will negotiate an abundance-based formula that will provide for a Harvest Level based on a percent of total Canadian catch of Upper Fraser Salmon sockeye stocks.

28. The formula to be negotiated under paragraph 27 will, if applied to total Canadian catch of Upper Fraser Salmon sockeye stock data from 1982 to 1997, have resulted in an average annual harvest of 5,000 sockeye.

29. The Final Agreement will provide for a Harvest Level based on an abundance-based formula that would provide an average annual harvest of 500 chinook from Upper Fraser Salmon Chinook stocks based on data from 1984 to 1999.

30. The Harvest Level for Upper Fraser Salmon pink stocks will be incidental to directed harvesting for sockeye and chinook salmon.

31. The Harvest Level for Upper Fraser Salmon coho stocks will be incidental to directed harvesting for sockeye and chinook salmon.

32. The Final Agreement will provide for a process describing how Harvest Levels for Upper Fraser Salmon coho stocks or Upper Fraser Salmon pink stocks will be determined and documented.

ADJUSTMENTS

33. The Final Agreement will describe the circumstances when and how subsequent adjustments in respect of overages and underages are made to a Harvest Level to account for salmon harvests that exceed or fail to meet the Harvest Level in any year.

34. Any adjustment under paragraph 33 will take into account the actions of the Minister and Lheidli T'enneh in the conduct of the fishery.

35. The Minister and Lheidli T'enneh will endeavour to minimize any overages and underages in each year and to minimize the accumulation of overages and underages in successive years.

36. For greater certainty, adjustments will not apply to failures to harvest the Harvest Level as a result of insufficient effort in the Lheidli T'enneh fisheries, environmental factors, fish behavior, or for other reasons beyond the Minister's control.

HARVEST OF SURPLUS SALMON

37. In any year, the Minister may determine whether there is surplus Salmon that return to the Lheidli T'enneh Fish Area, the size of the surplus and, when appropriate, who may harvest that surplus.

38. The Minister may permit the Lheidli T'enneh to harvest some or all of the surplus Salmon that return to the Lheidli T'enneh Fish Area on reaching agreement with the Lheidli T'enneh Government in respect of:

a. the terms and conditions of the harvest; and

b. whether all or part of the harvest will be included in the calculation of overages and underages.

SALMON HARVEST AGREEMENT

39. On the Effective Date, Canada and Lheidli T'enneh will enter into a Harvest Agreement for sockeye in respect of Upper Fraser Salmon.

40. A Harvest Agreement will not be a treaty or land claims agreement and it will not recognize or affirm aboriginal or treaty rights within the meaning of sections 25 or 35 of the Constitution Act, 1982.

41. A Harvest Agreement will be established by federal legislation.

42. A Harvest Agreement and paragraphs 14 and 42 through 48 will not be part of the Final Agreement.

43. A Harvest Agreement will:

a. establish a Harvest Level expressed as a percent of the total Canadian commercial catch of Upper Fraser Salmon sockeye stocks that, if applied to Total Canadian Commercial Catch of Upper Fraser Salmon sockeye stock data from 1982 to 1997, would have resulted in an average annual harvest of 7,500 sockeye;

b. be for a term of 25 years and be renewable on the same terms at the discretion of Lheidli T'enneh every 15 years for a further 25 years;

c. provide for the development of an annual "Harvest Plan" for the harvest of Upper Fraser Salmon Sockeye under the Harvest Agreement;

d. include provisions for the harvest and disposition of Upper Fraser Salmon sockeye stocks, harvest monitoring and fisheries management;

e. include other applicable conditions such as time limitations, selective fishing methods, designated fishing and landing sites;

f. provide for compliance with federal and provincial Laws pertaining to the sale of fish in respect of such matters as commercial transactions, health and inspection;

g. include a process for amendment;

h. include a process for termination of the agreement including a requirement for fair compensation; and

i. include a dispute resolution process.

44. The Minister will implement a Harvest Agreement by:

a. issuing a licence to the Lheidli T'enneh Government; or

b. other means under federal or provincial Laws.

45. Fisheries under a Harvest Agreement will have the same priority as other commercial fisheries in fishery management decisions made by the Minister.

46. The Minister will provide for the discussion of the Lheidli T'enneh "Harvest Plan" in either a regional fisheries management advisory process or in the Joint Fisheries Committee.

47. The Lheidli T'enneh Government will participate, in its capacity as a government, in such fisheries management advisory processes with respect to fisheries in the Upper Fraser River Watershed as required by the Minister.

48. If the Minister establishes a fisheries management advisory process as referred to in paragraph 47, the Minister will Consult with Lheidli T'enneh Government in developing the fisheries management advisory process.

FRESHWATER FISH

49. Canada, British Columbia or Lheidli T'enneh may propose that a Harvest Level be established or amended for a Freshwater Fish species or stock.

50. In determining a Harvest Level for a Freshwater Fish species or stock identified in paragraph 49, Lheidli T'enneh, together with Canada or British Columbia, within its

management authority, will negotiate and attempt to reach agreement on a Harvest Level for a Freshwater Fish species or stock and may take into account:

a. conservation measures;

b. the current Lheidli T'enneh harvest for food, social and ceremonial purposes of that species or stock;

c. Harvest Levels of other Freshwater Fish species or stocks; and

d. information from catch monitoring and other studies conducted by Canada, British Columbia or Lheidli T'enneh.

51. If Canada or British Columbia and Lheidli T'enneh do not agree under paragraph 49 on a Harvest Level for a Freshwater species or stock, the Harvest Level of the Freshwater species or stock will be established by the Minister and the Minister will provide written reasons to the Lheidli T'enneh for the determination.

52. Where a Harvest Level for a Freshwater Fish species or stock has not been established under the Final Agreement, the Lheidli T'enneh Government will not issue documentation to persons who are not Lheidli T'enneh Citizens to harvest that Freshwater Fish species or stock.

FISHERIES MANAGEMENT

Joint Fisheries Committee

53. The Parties will establish a Joint Fisheries Committee to undertake cooperative planning for:

a. Lheidli T'enneh fisheries under the Final Agreement;

b. Lheidli T'enneh fisheries management activities;

c. Lheidli T'enneh monitoring and enforcement activities in respect of Lheidli T'enneh fisheries;

d. Lheidli T'enneh environmental protection activities associated with Fish and Fish Habitat; and

e. other matters as agreed to by the Parties.

54. The Joint Fisheries Committee may undertake the cooperative planning of other Lheidli T'enneh fisheries.

55. The Joint Fisheries Committee will be comprised of one member from Canada, one member from British Columbia, and one member from Lheidli T'enneh, but additional representatives of a Party may participate to support or assist its member in carrying out that member's responsibilities.

56. Subject to federal and provincial Laws with respect to privacy and access to information, the Parties will provide each other with access to such information as may reasonably be necessary, including in-season catch data, to enable the Joint Fisheries Committee to carry out its functions.

57. To undertake cooperative planning under paragraphs 53 and 54, the Joint Fisheries Committee may:

a. consider information related to measures necessary for conservation, public health or public safety that could significantly affect Lheidli T'enneh fisheries provisions of the Final Agreement;

b. consider fisheries management implications of shared fishing areas with other First Nations within the Lheidli T'enneh Fish Area;

c. consider fisheries management activities that Lheidli T'enneh propose to Canada or British Columbia related to enhancement, fisheries management, harvesting techniques, and environmental protection for the Lheidli T'enneh Fish Area;

d. discuss provisions that may be included in an Annual Fishing Plan and make recommendations with respect to those provisions to Lheidli T'enneh Government in a timely fashion;

e. where it receives an Annual Fishing Plan, provide it to the Minister in a timely fashion together with recommendations for provisions to be included in a Treaty Harvest Document for the harvest of Fish under the Final Agreement;

f. recommend to the Minister procedures for the identification of surplus Salmon that return to the Lheidli T'enneh Fish Area, and terms and conditions for the harvest of the surplus;

g. provide recommendations or advice to the Minister, and the Parties will determine prior to Final Agreement which matters will be subject to recommendations or advice;

h. conduct a post-season analysis to provide recommendations to Lheidli T'enneh Government and the Minister regarding annual adjustments to Harvest Levels;

i. communicate with advisory processes in respect of matters of mutual interest; and

j. carry out such other functions as may be agreed to by the Parties.

58. The Joint Fisheries Committee will operate on a consensus basis.

59. If the Joint Fisheries Committee does not reach consensus, any Party may submit recommendations or advice to the Minister.

60. If circumstances make it impractical to receive recommendations or advice from the Joint Fisheries Committee, the Minister:

a. may make the decision or take the action that the Minister considers necessary, without receiving recommendations or advice from the Joint Fisheries Committee; and

b. will advise the Joint Fisheries Committee as soon as practical of the circumstances and the decision made or action taken and the reasons for the decision or action taken.

61. If a regional fisheries management advisory process is established in an area which includes all or part of the Lheidli T'enneh Fish Area, and that process has functions similar to those of the Joint Fisheries Committee, any Party may request that some of the functions of the Joint Fisheries Committee may be performed, with the consent of the other Parties, by the regional fisheries management advisory process and, if necessary, the description of the Joint Fisheries Committee will be amended in accordance with amendment provisions of the Final Agreement.

62. No Party will unreasonably withhold consent to a request made by another Party under paragraph 61.

REGIONAL MANAGEMENT

63. The Final Agreement will provide that where Canada or British Columbia, within its management authority, establishes a public fisheries management advisory process for the Fraser River watershed area that includes any part of the Lheidli T'enneh Fish Area, Canada or British Columbia will Consult with Lheidli T'enneh Government in developing that public fisheries management advisory process and, if appropriate make provisions for Lheidli T'enneh participation on the same basis as other First Nations.

64. A public fisheries management advisory process referred to in paragraph 63 does not include international fisheries management advisory bodies.

65. Where Canada or British Columbia, within its management authority, terminates a public fisheries management advisory process referred to in paragraph 63, Canada or British Columbia will Consult Lheidli T'enneh regarding the termination of the public fisheries management advisory process.

66. The design, establishment or termination of public fisheries management advisory processes will be at the discretion of the Minister.

ANNUAL FISHING PLANS

67. Each year, Lheidli T'enneh will develop an Annual Fishing Plan for the harvest of Fish under the Final Agreement.

68. An Annual Fishing Plan will include provisions that are consistent with Harvest Levels respecting:

    a. proposed harvest by species and stock or stock group;

    b. characteristics of Fish that may be harvested;

    c. location and timing of harvest;

d. method of harvest, including the size, type, identification, marking and quantity of fishing gear and the manner in which it may be used and any other provisions on the method of harvest;

e. monitoring of harvest, including notification, catch monitoring and reporting of harvest;

f. distribution and transportation of Fish harvested under the Final Agreement;

g. enforcement of Lheidli T'enneh fisheries; and

h. other matters as may be required for the Treaty Harvest Document or as may be agreed to by the Parties.

69. The Lheidli T'enneh Government will provide an Annual Fishing Plan to the Joint Fisheries Committee in a timely fashion.

TREATY HARVEST DOCUMENT

70. Each year, the Minister will, for those fisheries managed by Canada, issue to the Lheidli T'enneh, in a timely fashion, a Treaty Harvest Document for the harvesting of Fish under the Final Agreement after taking into consideration:

a. where received in a timely fashion:

   i. the Annual Fishing Plan;
   ii. any recommendation from a regional fisheries management advisory process that includes Lheidli T'enneh participation;
   iii. advice and recommendations from the Joint Fisheries Committee;

b. conservation, public health and public safety; and

c. other matters as considered necessary by the Minister.

71. If the Treaty Harvest Document conflicts with recommendations from the Joint Fisheries Committee under paragraph 57.e, the Minister will provide written reasons to the Lheidli T'enneh Government and the Joint Fisheries Committee for the changes.

72. The harvesting of Fish under the Final Agreement will be conducted in accordance with the provisions of the Treaty Harvest Document.

73. In any year where the Minister determines that the available harvest of a stock or species of Fish is not sufficient to meet all Harvest Levels made from that stock or species to Lheidli T'enneh and other aboriginal groups for food, social and ceremonial purposes, the Minister may reduce the Harvest Level for that stock or species.

IN-SEASON CHANGES TO TREATY HARVEST DOCUMENT

74. Nothing in the Final Agreement prevents the Minister from making in-season changes to the Treaty Harvest Document.

75. The Minister will give notice to and seek recommendations or advice from the Joint Fisheries Committee as far in advance as practicable of any in-season change to the Treaty Harvest Document.

76. Where it is impractical to receive recommendations or advice from the Joint Fisheries Committee, the Minister:

    a. may make in-season changes to the Treaty Harvest Document without receiving recommendations or advice from the Joint Fisheries Committee; and

    b. will advise the Joint Fisheries Committee as soon as practical of the change made and the reasons for the change.

FISHERIES OPERATIONAL GUIDELINES

77 The Parties will prepare and maintain a document to be known as the Lheidli T'enneh Fisheries Operational Guidelines, that will set out the operational principles, procedures and guidelines to assist each of them in carrying out the provisions of this Chapter, including the preparation and recommendation of Annual Fishing Plans.

78. The Parties will amend the Lheidli T'enneh Fisheries Operational Guidelines as required as improved fisheries management and stock assessment procedures are developed or as the Parties may agree.

79. The Lheidli T'enneh Fisheries Operational Guidelines:

    a. is not part of the Final Agreement;

    b. will not be a treaty or land claims agreement, and will not recognize or affirm aboriginal or treaty rights within the meaning of section 25 or section 35 of the Constitution Act, 1982; and

    c. does not create legal obligations.

ENFORCEMENT

80. The Parties may negotiate agreements concerning enforcement of federal, provincial or Lheidli T'enneh Laws in respect of fisheries.

81. Lheidli T'enneh Laws made in accordance with the Final Agreement may be enforced by persons authorized to enforce federal, provincial or Lheidli T'enneh Laws in respect of Fish in British Columbia.

82. The Final Agreement may address enforcement issues in respect of the harvesting of Fish and related activities by Lheidli T'enneh under the Final Agreement.

83. For greater certainty, the Final Agreement may provide that persons who harvest Fish under the Final Agreement may be required, by federal or provincial Law or by a provision in a Treaty Harvest Document, to:

    a. be designated by Lheidli T'enneh Government; and

    b. carry documentation to establish that they are designated by the Lheidli T'enneh Government.

WILDLIFE

HARVEST RIGHT

1. Lheidli T'enneh will have the right to harvest Wildlife for food, social and ceremonial purposes in the Lheidli T'enneh Area in accordance with the Final Agreement.

2. The Lheidli T'enneh right to harvest Wildlife will be limited by:

   a. measures necessary for conservation; and

   b. measures necessary for public health or public safety.

3. If British Columbia carries out conservation measures under paragraph 2.a, other than conservation measures contemplated by other provisions of this Chapter, British Columbia will provide reasons to Lheidli T'enneh in respect of those measures.

4. Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on the role a public regional wildlife management process may play in identifying and addressing conservation issues.

5. The right to harvest Wildlife may not be alienated.

6. Except as otherwise provided under a Lheidli T'enneh Law, all Lheidli T'enneh Citizens may exercise the right to harvest Wildlife under the Final Agreement.

7. The Final Agreement will not preclude Lheidli T'enneh Citizens from harvesting Wildlife elsewhere in Canada in accordance with applicable Laws.

8. Lheidli T'enneh may authorize persons other than Lheidli T'enneh Citizens to exercise the Lheidli T'enneh harvesting right on behalf of Lheidli T'enneh if approved by the Minister in accordance with an approved Wildlife Harvest Plan.

9. The Crown may authorize use of or Dispose of Crown Land, and any authorized use or disposition may affect the methods, times and locations of harvest in Wildlife under the Final Agreement, provided that the Crown ensures that those authorized uses or

dispositions do not deny Lheidli T'enneh Citizens the reasonable opportunity to harvest Wildlife under the Final Agreement.

10. The Lheidli T'enneh right to harvest Wildlife will be exercised in a manner that does not interfere with other authorized uses or dispositions of Crown Land existing as of the Effective Date or authorized in accordance with paragraph 9.

11. Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on the factors to be considered in determining whether the reasonable opportunity to harvest Wildlife would be denied under paragraph 9.

12. In negotiating the factors under paragraph 11, the Parties will consider the potential role for any public regional wildife management process that may be established.

GENERAL

13. Nothing in the Final Agreement will be construed to confer any proprietary right respecting Wildlife.

14. The Minister will retain authority to manage and conserve Wildlife and Wildlife habitat and will exercise that authority in a manner consistent with the Final Agreement.

15. Nothing in the Final Agreement will affect the application of federal and provincial Laws in respect of the use and regulation of firearms.

16. The Lheidli T'enneh Government may establish programs, consistent with provincial programs, to require training for Lheidli T'enneh hunters in relation to:

    a. conservation and safety; and

    b. methods of harvesting and handling of Wildlife.

17. In the absence of any Lheidli T'enneh program under paragraph 16, the provincial training system will apply to Lheidli T'enneh hunters.

LAW MAKING

18. The Lheidli T'enneh Government may make Laws to manage the right to harvest Wildlife and the Wildlife Harvest Level that are consistent with the Final Agreement and the Wildlife Harvest Plan respecting:

    a. the distribution of Wildlife harvested by Lheidli T'enneh under the Final Agreement;

    b. the methods, timing and location of the harvest of Wildlife included in the Wildlife Harvest Plan and under the Wildlife Harvest Level;

    c. the conditions for designation of persons who harvest Wildlife;

    d. trade or barter of Wildlife harvested by Lheidli T'enneh Citizens; and

    e. other matters agreed to by the Parties.

19. In the event of a Conflict between a Law made under paragraph 18 and a federal or provincial Law, the Lheidli T'enneh Law will prevail to the extent of the Conflict.

20. The Lheidli T'enneh Government will make Laws to require:

    a. Lheidli T'enneh harvesters to comply with an approved Wildlife Harvest Plan; and

    b. any Wildlife or Wildlife parts, including meat, that are transported for the purpose of trade or barter under paragraph 49 be identified as Wildlife for trade or barter.

21. The Lheidli T'enneh Government will make Laws to require all persons who harvest or transport Wildlife under the Final Agreement to carry and produce documentation issued by the Lheidli T'enneh Government on request by an authorized person.

22. In the event of a Conflict between Lheidli T'enneh Laws made under paragraphs 20 and 21 and a federal or provincial Law, the federal or provincial Law will prevail to the extent of the Conflict.

23. Documentation issued by the Lheidli T'enneh Government in accordance with paragraph 21 will:

a. be in the English language and, at the discretion of Lheidli T'enneh, in the Carrier language;

b. include the name and address of the person; and

c. meet any other requirements set out in the Final Agreement.

MANAGEMENT

24. If British Columbia establishes a public regional wildlife management process for an area that includes any portion of the Lheidli T'enneh Area, Lheidli T'enneh Government will be invited to and have the right to participate in that process.

25. The Lheidli T'enneh Government and British Columbia may enter into agreements in respect of wildlife activities.

26. The Final Agreement will set out provisions for British Columbia and Lheidli T'enneh to establish a Wildlife information-sharing plan for species not addressed in the Wildlife Harvest Plan that ensures British Columbia and Lheidli T'enneh Government will provide agreed-upon information to each other, including information respecting monitoring and reporting of Wildlife harvested in the Lheidli T'enneh Area.

DESIGNATED SPECIES

27. The Minister may establish a Designated Species if the Minister determines that it is necessary to address a conservation risk to that Designated Species.

28. The Final Agreement will set out any initial Designated Species.

29. The Final Agreement will set out a process for identifying which species require designation.

30. If the Minister establishes a Designated Species, the Minister will, after Consulting with Lheidli T'enneh, determine the Total Allowable Wildlife Harvest and the Wildlife Harvest Level.

31. The Minister, in determining the Total Allowable Wildlife Harvest, will take into account the following factors:

    a. the status of the population of the Designated Species; and

    b. local, regional and provincial conservation requirements.

32. If there is a public regional wildlife management process established by British Columbia for an area that includes any portion of the Lheidli T'enneh Area, the Minister may request recommendations from the public regional wildlife management process before determining:

    a. whether a species will be or continue to be a Designated Species; and

    b. the Total Allowable Wildlife Harvest and the Wildlife Harvest Level for any Designated Species.

33. In determining the Wildlife Harvest Level, the following information provided by both British Columbia and the Lheidli T'enneh Government may be considered:

    a. the Total Allowable Wildlife Harvest for the Designated Species;

    b. the extent and nature of Lheidli T'enneh's right to harvest Wildlife as set out in the Final Agreement; and

    c. the interests of other aboriginal and non-aboriginal groups.

34. The Minister may determine that a Wildlife species is no longer a Designated Species if the Minister determines that a conservation risk to a Wildlife population no longer exists.

35. The Final Agreement will set out a process for identifying which species no longer require designation.

36. British Columbia or the Lheidli T'enneh Government may, at any time, request a review to vary the Wildlife Harvest Level.

37. The party requesting a review of the Wildlife Harvest Level has the onus of establishing that the Wildlife Harvest Level should be varied.

38. Notwithstanding that the Wildlife Harvest Level is a treaty right, a Wildlife Harvest Level that is set out as a percentage of the Total Allowable Wildlife Harvest of that species has no priority over the recreational and commercial harvest of the Total Allowable Wildlife Harvest of that species.

WILDLIFE HARVEST PLAN

39. The right to harvest Wildlife will be exercised in a manner that is in accordance with a Wildlife Harvest Plan.

40. A Wildlife Harvest Plan will be consistent with the Final Agreement.

41. The Lheidli T'enneh Government will:

    a. develop a Wildlife Harvest Plan for the harvest of:

        i. Wildlife species for which there is a Wildlife Harvest Level, or
        ii. other Wildlife species agreed to by Lheidli T'enneh and British Columbia, and

    b. submit the Wildlife Harvest Plan to the Minister for approval prior to harvesting Wildlife under paragraph 41.a.

42. A Wildlife Harvest Plan will include, as necessary, provisions in respect of:

    a. the identification of Lheidli T'enneh harvesters;

    b. designation of persons who may harvest in accordance with paragraph 8;

    c. the methods, timing and locations of the Wildlife harvest;

    d. the number, sex and age composition of the harvest of Designated Species and other species;

    e. method of identifying harvested Wildlife;

    f. method of reporting harvested Wildlife;

g. monitoring the Wildlife harvest and data collection;

h. possession and transportation of Wildlife or Wildlife parts;

i. process for approval of in-season adjustments or modifications to the Plan;

j. the term of the Plan; and

k. other matters agreed to by the Parties.

43. In considering the proposed Wildife Harvest Plan submitted by Lheidli T'enneh Government, the Minister will take into account:

a. conservation requirements and availability of Wildlife resources;

b. Lheidli T'enneh's preference in respect of harvest methods, timing and locations;

c. use of Wildlife resources by other aboriginals and non-aboriginals;

d. requirements for the integration and efficient management of Wildlife resources;

e. scientific and local information with respect to Wildlife populations, numbers, health, distribution and methods for managing Wildlife;

f. public health and public safety; and

g. other relevant considerations.

44. After reviewing the Wildlife Harvest Plan, the Minister may, in a timely manner:

a. advise the Lheidli T'enneh Government of any questions regarding the Plan;

b. give the Lheidli T'enneh Government an opportunity to respond to the questions;

c. consider the Lheidli T'enneh Government's response; and

d. modify, adjust and make additions or deletions to the Plan.

45. The Minister will, in a timely manner, subject to the factors referred to in paragraph 43, approve, or vary and approve, the Wildlife Harvest Plan.

46. The Minister will provide written reasons to Lheidli T'enneh Government for changes between the proposed Wildlife Harvest Plan and the approved Wildlife Harvest Plan.

47. A Wildlife Harvest Plan will come into effect when it is approved by the Minister.

48. If there is a Conflict between a provision of the approved Wildlife Harvest Plan and provincial Laws, the approved Wildlife Harvest Plan will prevail to the extent of the Conflict.

TRADE, BARTER AND SALE OF WILDLIFE

49. Except as otherwise provided under Lheidli T'enneh Law, Lheidli T'enneh Citizens may trade or barter Wildlife or Wildlife parts, including meat, harvested under the Final Agreement:

    a. among themselves; and

    b. with other aboriginal people of Canada resident in British Columbia.

50. For greater certainty:

    a. trade or barter does not include sale; and

    b. traded or bartered Wildlife or Wildlife parts, including meat, may not be sold.

51. Lheidli T'enneh and Lheidli T'enneh Citizens may, in accordance with:

    a. Federal and provincial Laws; and

    b. Lheidli T'enneh Laws enacted under paragraph 21,

    transport Wildlife or Wildlife parts, including meat, harvested in accordance with the Final Agreement.

52. Lheildi T'enneh and Lheidli T'enneh Citizens may, in accordance with federal and provincial laws, export Wildlife or Wildlife parts, including meat, in accordance with the Final Agreement.

53. Lheidli T'enneh and Lheidli T'enneh Citizens may sell Wildlife and the parts of Wildlife where the sale of Wildlife is permitted under federal or provincial Law and, for greater certainty, any sale will be in accordance with federal and provincial Laws.

TRAPPING

54. Traplines wholly or partially on Lheidli T'enneh Lands that exist as of the Effective Date and are set out in Appendix C to the Final Agreement are retained by the persons who hold those interests.

55. Lheidli T'enneh will not unreasonably withhold access to persons who hold traplines as set out in Appendix C for the purpose of carrying out trapping activities.

56. British Columbia will not register any new trapline that is located on Lheidli T'enneh Land without the consent of the Lheidli T'enneh Government.

57. If the holder of a registered trapline that is located on Lheidli T'enneh Lands agrees to transfer the trapline to Lheidli T'enneh, British Columbia will consent to and register the transfer.

GUIDING

58. Guide outfitter licences and certificates and angling guide licences which exist as of the Effective Date and are set out in Appendix C to the Final Agreement will be retained by the persons who hold those interests.

59. Lheidli T'enneh will not unreasonably withhold access to persons who hold guide outfitter licences and certificates and angling guide licences as set out in Appendix C for the purpose of carrying out guiding activities.

60. British Columbia will not issue a new guide outfitter licence and certificate that applies to any portion of Lheidli T'enneh Lands without the consent of the Lheidli T'enneh Government.

61. British Columbia will not issue a new angling guide licence that applies to a portion of a watercourse within Lheidli T'enneh Lands without the consent of the Lheidli T'enneh Government.

ENFORCEMENT

62. Lheidli T'enneh Laws enacted under this Chapter may be enforced by persons authorized to enforce federal, provincial or Lheidli T'enneh Laws in respect of Wildlife in British Columbia.

63. The Lheidli T'enneh Government may enter into agreements with Canada or British Columbia on matters including enforcement of federal, provincial or Lheidli T'enneh Laws in respect of Wildlife.

MIGRATORY BIRDS

GENERAL

1. Lheidli T'enneh will have the right to harvest Migratory Birds within the Lheidli T'enneh Area for food, social and ceremonial purposes throughout the year in accordance with the Final Agreement.

2. The Lheidli T'enneh right to harvest Migratory Birds in accordance with the Final Agreement is a communal right and Lheidli T'enneh may not alienate that right.

3. The Lheidli T'enneh right to harvest Migratory Birds will be limited by:

   a. measures necessary for conservation; and

   b. measures necessary for public health or public safety.

4. Canada will not require Lheidli T'enneh Citizens to have licences or to pay fees, charges or royalties for the harvest of Migratory Birds under the Final Agreement.

5. Nothing in the Final Agreement will affect the application of federal and provincial Laws in respect of the use and regulation of firearms.

6. Nothing in the Final Agreement will be construed to confer any proprietary rights respecting Migratory Birds.

7. The Crown may authorize use of or Dispose of Crown Land, and any authorized use or disposition may affect the methods, times and locations of harvest of Migratory Birds under the Final Agreement, provided that the Crown ensures that those authorized uses or dispositions do not deny Lheidli T'enneh Citizens the reasonable opportunity to harvest Migratory Birds under the Final Agreement.

8. The Lheidli T'enneh right to harvest Migratory Birds will be exercised in a manner that does not interfere with other authorized uses or dispositions of Crown Land existing as of the Effective Date or authorized in accordance with paragraph 7.

9. Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on the factors to be considered in determining whether the reasonable opportunity to harvest Migratory Birds would be denied under paragraph 7.

10. In negotiating the factors under paragraph 9, the Parties will consider the potential role for any public regional wildife management process that may be established pursuant to the Wildlife Chapter.

11. The Minister will retain authority to manage and conserve Migratory Birds and Migratory Bird Habitat and will exercise that authority in a manner consistent with the Final Agreement.

LAW MAKING

12. The Lheidli T'enneh Government may make Laws in respect of the rights and obligations of Lheidli T'enneh and Lheidli T'enneh Citizens under the Final Agreement in respect of:

    a. persons who may harvest Migratory Birds under the Final Agreement;

    b the distribution of harvested Migratory Birds to Lheidli T'enneh Citizens;

    c. trade or barter of Migratory Birds harvested under the Final Agreement;

    d. the sale of inedible byproducts, including down, of harvested Migratory Birds; and

    e. other matters as may be agreed upon by the Parties.

13. In the event of a Conflict between Lheidli T'enneh Law made under paragraph 12 and a federal or provincial Law, the Lheidli T'enneh Law will prevail to the extent of the Conflict.

14. The Lheidli T'enneh Government may make Laws in respect of the rights and obligations of Lheidli T'enneh and Lheidli T'enneh Citizens under the Final Agreement in respect of:

    a. the methods, timing and location of harvest of Migratory Birds under the Final Agreement;

b. the sale of Migratory Birds, other than their inedible byproducts, if permitted by federal and provincial Laws;

c. the management of Migratory Birds and Migratory Bird habitat on Lheidli T'enneh Lands; and

d. other matters as may be agreed upon by the Parties.

15. The Lheidli T'enneh Government will make Laws to require all persons who harvest or transport Migratory Birds under the Final Agreement to carry and produce documentation issued by the Lheidli T'enneh Government on request by an authorized person.

16. In the event of a Conflict between a Lheidli T'enneh Law enacted under paragraphs 14 and 15 and a federal or provincial Law, the federal or provincial Law will prevail to the extent of the Conflict.

17. Documentation issued by the Lheidli T'enneh Government in accordance with paragraph 15 will:

a. be in the English language and, at the discretion of Lheidli T'enneh, in the Carrier language;

b. include the name and address of the person; and

c. meet any other requirements set out in the Final Agreement.

HARVEST

18. Except as otherwise provided under a Lheidli T'enneh Law, all Lheidli T'enneh Citizens may harvest Migratory Birds in accordance with the Final Agreement.

19. The Final Agreement will not preclude Lheidli T'enneh Citizens from harvesting Migratory Birds elsewhere in Canada in accordance with applicable Laws.

TRADE AND BARTER

20. Except as otherwise provided under Lheidli T'enneh Law, Lheidli T'enneh Citizens may trade or barter Migratory Birds harvested under the Final Agreement:

    a. among themselves; and

    b. with other aboriginal people of Canada resident in British Columbia.

21. For greater certainty:

    a. trade or barter does not include sale; and

    b. traded or bartered Migratory Birds may not be sold.

SALE

22. Lheidli T'enneh and Lheidli T'enneh Citizens may sell Migratory Birds where the sale of Migratory Birds is permitted:

    a. under federal and provincial Law; and

    b. a Lheidli T'enneh Law enacted under paragraph 14.b.

23. Lheidli T'enneh and Lheidli T'enneh Citizens may, in accordance with:

    a. federal or provincial Laws; and

    b. a Lheidli T'enneh Law enacted under paragraph 12.d,

    sell inedible byproducts, including down, of Migratory Birds harvested under the Final Agreement.

TRANSPORTATION AND EXPORT

24. Lheidli T'enneh and Lheidli T'enneh Citizens may, in accordance with:

a. federal and provincial Laws; and

b. Lheidli T'enneh Laws enacted under paragraph 15,

transport Migratory Birds and inedible byproducts, including down, of Migratory Birds harvested in accordance with the Final Agreement.

25. Lheildi T'enneh and Lheidli T'enneh Citizens may, in accordance with federal and provincial laws, export Migratory Birds and inedible byproducts, including down, of Migratory Birds harvested in accordance with the Final Agreement.

CONSERVATION MEASURES

26. The Parties may negotiate and attempt to reach agreements in respect of conservation issues including:

    a. information sharing;

    b. actions to be taken by the Parties to jointly address conservation issues;

    c. local management of Migratory Birds and their habitats;

    d. population, harvest and habitat monitoring;

    e. enforcement; and

    f. licence or permit requirements.

27. If, in the opinion of the Minister or the Lheidli T'enneh Government, conservation measures are needed within the Lheidli T'enneh Area to protect a particular population of Migratory Birds, the Parties will Consult with one another in respect of the need for such conservation measures and, if applicable, the development and implementation of such conservation measures.

28. Lheidli T'enneh will provide to the Minister upon request for conservation purposes, information concerning the activities of the Lheidli T'enneh Government and Lheidli

T'enneh Citizens in respect of Migratory Birds harvested in accordance with the Final Agreement.

29. Before making a request for information under paragraph 28, the Minister will:

    a. attempt to obtain the information under an agreement under paragraph 26.a; and

    b. provide the Lheidli T'enneh Government with sufficient information to enable it to be adequately informed of the conservation purpose for the request.

30. In the event Lheidli T'enneh declines to provide information requested under paragraph 28, Lheidli T'enneh will provide the Minister with reasons for so declining and, at the Minister's discretion, the matter will proceed in accordance with the Dispute Resolution Chapter of the Final Agreement.

DESIGNATED POPULATIONS

31. If, in the opinion of any Party, there is a conservation risk to a population of a species of Migratory Bird, that Party may make recommendations to the Minister for the designation of that population of Migratory Birds as a Designated Migratory Bird Population.

32. If the Minister, after Consulting with the Parties, determines that there is a conservation risk to a population of a species of Migratory Bird that requires the allocation of the harvest of that population, the Minister may designate that population as a Designated Migratory Bird Population.

33. If the Minister designates a population as a Designated Migratory Bird Population, the Minister will, after Consulting with the Parties, determine the Total Allowable Migratory Bird Harvest.

34. The Minister, in determining the Total Allowable Migratory Bird Harvest, will take into account the following factors including:

    a. the status of the Designated Migratory Bird Population;

    b. continental and local conservation requirements; and

c. Canada's national and international commitments in respect of Migratory Birds.

35. The Minister, in determining the Harvest Level, will take into account factors including:

a. the Total Allowable Migratory Bird Harvest for the Designated Migratory Bird Population;

b. the extent and nature of Lheidli T'enneh's rights to harvest Migratory Birds as set out in the Final Agreement; and

c. the interest of other First Nation and user groups.

36. If, in the opinion of any Party, there is no longer a conservation risk to a Designated Migratory Bird Population, that party may recommend to the Minister the removal of the designation.

37. If the Minister, after Consulting with the Parties, determines there is no longer a conservation risk to a Designated Migratory Bird Population, the Minister may remove the designation.

ENFORCEMENT

38. The Lheidli T'enneh Government may enter into agreements with Canada or British Columbia on matters including enforcement of federal, provincial or Lheidli T'enneh Laws in respect of Migratory Birds.

39. Lheidli T'enneh Laws enacted in accordance with this Chapter may be enforced by persons authorized to enforce federal, provincial or Lheidli T'enneh Laws in respect of Migratory Birds in British Columbia.

ENVIRONMENTAL PROTECTION

GENERAL

1. Canada and the Lheidli T'enneh Government may enter into agreements concerning the performance of specified federal environmental protection functions by the Lheidli T'enneh Government.

2. British Columbia and the Lheidli T'enneh Government may enter into agreements concerning the performance of specified provincial environmental protection functions by the Lheidli T'enneh Government.

3. Any agreements entered into under paragraphs 1 and 2 will be in accordance with the technical and administrative capacity and resources of the Lheidli T'enneh Government to carry out the functions in accordance with relevant federal and provincial standards.

LAW MAKING

4. Except as provided in paragraph 1.d, the Lheidli T'enneh Government may make Laws, applicable on Lheidli T'enneh Lands to protect, preserve and conserve the Environment including, but not limited to, Laws in respect of:

    a. prevention, mitigation and remediation of pollution and degradation of the Environment;

    b. waste management, including solid wastes and sewage;

    c. protection of local air quality; and

    d. Environmental Emergency response.

5. The Final Agreement will provide that Lheidli T'enneh will have the authority to make Laws in respect of Fish and fish habitat on Lheidli T'enneh Lands, and the nature and scope of that authority will be negotiated prior to Final Agreement.

6. In the event of a Conflict between a federal or provincial Law and a Lheidli T'enneh Law made under paragraphs 4 or d, the federal or provincial Law will prevail to the extent of the Conflict.

ENVIRONMENTAL EMERGENCIES

7. Lheidli T'enneh Government may enter into agreements with Canada, British Columbia, Local Government or other First Nation governments for the prevention of, preparedness for, response to and recovery from environmental emergencies occurring on Lheidli T'enneh Lands.

8. Lheidli T'enneh Government may enter into agreements with Canada, British Columbia, Local Government or other First Nation governments for the prevention of, preparedness for, response to and recovery from environmental emergencies occurring on land immediately adjacent to Lheidli T'enneh Lands.

PARKS AND PROTECTED AREAS

1. Any Park, Protected Area, Ecological Reserve or National Historic Site established after the Effective Date will not include Lheidli T'enneh Lands without the consent of the Lheidli T'enneh Government.

2. Within Parks and Protected Areas in the Lheidli T'enneh Area, Lheidli T'enneh may:

    a. exercise rights to harvest Fish and Wildlife in accordance with the Final Agreement; and

    b. practice other use and activities in accordance with the Final Agreement.

3. Prior to the Final Agreement, British Columbia and Lheidli T'enneh will negotiate and attempt to reach agreement on Park management and Park operations agreements, outside the Final Agreement, for identified Parks within the Lheidli T'enneh Area.

CULTURE AND HERITAGE

LAW MAKING

1. The Lheidli T'enneh Government may make Laws applicable on Lheidli T'enneh Lands in respect of:

   a. the conservation and protection of Cultural Heritage Resources on Lheidli T'enneh Lands;

   b. the preservation, promotion and development of Carrier language and Carrier culture including Laws to authorize or accredit the use of Carrier culture, practices and the teaching of Carrier language; and

   c. access to Cultural Heritage Resources.

2. Lheidli T'enneh Laws in respect of the conservation, protection and management of Cultural Heritage Resources on Lheidli T'enneh Lands will have an effect equivalent to or exceed the effect of federal and provincial Laws for the conservation, protection and management of Cultural Heritage Resources.

3. Notwithstanding paragraph 1.c, the Lheidli T'enneh Government will not unreasonably deny public access to Cultural Heritage Resources on Lheidli T'enneh Lands.

4. In the event of a Conflict between a federal or provincial Law and a Lheidli T'enneh Law made under paragraph 1, the Lheidli T'enneh Law will prevail to the extent of the Conflict.

5. The Lheidli T'enneh Government may make Laws applicable to Ancient Human Remains found on Lheidli T'enneh Lands.

6. In the event of a Conflict between a federal or provincial Law and a Lheidli T'enneh Law made under paragraph 5, the federal or provincial Law will prevail to the extent of the Conflict.

7. Nothing in the Final Agreement will confer jurisdiction on the Lheidli T'enneh Government to make Laws in respect of Intellectual Property or the official languages of Canada.

HUMAN REMAINS

8. Canada or British Columbia will negotiate and attempt to reach agreement with the Lheidli T'enneh Government in respect of the delivery to the Lheidli T'enneh Government of Ancient Human Remains, reasonably expected to be Lheidli T'enneh, found off Lheidli T'enneh Lands that come into the possession of Canada or British Columbia after the Effective Date.

LHEIDLI T'ENNEH ARTIFACTS AND RECORDS

9. The Lheidli T'enneh Government will own any Lheidli T'enneh Artifact discovered within Lheidli T'enneh Lands after the Effective Date unless another person establishes ownership of that Lheidli T'enneh Artifact.

10. After the Effective Date, if any Lheidli T'enneh Artifact discovered in British Columbia outside Lheidli T'enneh Lands comes into the permanent possession or under the control of British Columbia, British Columbia may lend, or transfer its interest in, that Lheidli T'enneh Artifact to the Lheidli T'enneh Government in accordance with any agreements negotiated outside the Final Agreement with the Lheidli T'enneh Government.

11. After the Effective Date, if any Lheidli T'enneh Artifact discovered outside Lheidli T'enneh Lands comes into the permanent possession or under the control of Canada, Canada may lend, or transfer its interest in, that Lheidli T'enneh Artifact to the Lheidli T'enneh Government in accordance with any agreements negotiated outside the Final Agreement with the Lheidli T'enneh Government.

12. At the request of the Lheidli T'enneh Government, Canada and British Columbia will use reasonable efforts, in accordance with federal and provincial Laws, to facilitate the Lheidli T'enneh Government access to other collections that are known to hold Lheidli T'enneh Artifacts and Records.

13. If an artifact held by the Canadian Museum of Civilization as of the Effective Date is established to the satisfaction of the Lheidli T'enneh Government and the Canadian

Museum of Civilization to be a Lheidli T'enneh Artifact, the Lheidli T'enneh Government and the Canadian Museum of Civilization may negotiate and attempt to reach agreement concerning the disposition, including repatriation, of or custodial arrangement for that Lheidli T'enneh Artifact.

14. Agreements concerning custodial arrangements under paragraph 13 will respect Lheidli T'enneh Laws in respect of Lheidli T'enneh Artifacts and will comply with federal and provincial Laws, including the statutory mandate of the Canadian Museum of Civilization.

15. Agreements concerning repatriation arrangements under paragraph 14 will require that any repatriated Lheidli T'enneh Artifact will become the sole legal responsibility of the Lheidli T'enneh Government.

16. If an artifact held by the Royal British Columbia Museum as of the Effective Date is established to the satisfaction of the Lheidli T'enneh Government and the Royal British Columbia Museum to be a Lheidli T'enneh Artifact, the Lheidli T'enneh Government and the Royal British Columbia Museum may negotiate and attempt to reach agreement concerning the disposition of or custodial arrangements for that Lheidli T'enneh Artifact.

17. Agreements concerning custodial arrangements under paragraph 16 will respect Lheidli T'enneh Laws in respect of Lheidli T'enneh Artifacts and will comply with federal and provincial Laws, including the statutory mandate of the Royal British Columbia Museum.

18. Nothing in the Final Agreement will limit the authority of Canada and British Columbia to conserve and manage:

    a. Records;

    b. records of federal or provincial government institutions; or

    c. ministerial records.

HERITAGE SITES AND KEY GEOGRAPHIC FEATURES

19. On the Effective Date, British Columbia will commence the provincial designation process as set out in the Heritage Conservation Act for sites of cultural and historic significance that are set out in Appendix I of the Final Agreement.

20. In recognition that a site designated in accordance with paragraph 19 may have cultural or historic significance to persons other than Lheidli T'enneh, the Parties may amend such designation.

21. On the Effective Date, British Columbia will name or rename with Carrier names the geographic features that meet provincial policy requirements for naming or renaming and that are set out in Appendix J.

GOVERNANCE

LHEIDLI T'ENNEH GOVERNANCE

1. The Parties acknowledge that governance for the Lheidli T'enneh will be achieved through the following combination of powers and functions:

    a. exercising a power or right set out in the Final Agreement;

    b. exercising a power or right set out in the Lheidli T'enneh Governance Agreement;

    c. exercising a statutory authority conferred under federal or provincial Law;

    d. exercising a power or right set out in any other agreement entered into with Canada or British Columbia and Lheidli T'enneh or a body acting on behalf of Lheidli T'enneh; or

    e. exercising a power or right associated with Lheidli T'enneh's ownership of proprietary interests under the Final Agreement.

2. For greater certainty, nothing in paragraphs 1.c or 1.d will impose an obligation on any Party to confer any statutory authority under federal or provincial Law or to enter into any other agreement with Canada or British Columbia and Lheidli T'enneh, or a body acting on behalf of Lheidli T'enneh.

3. On the Effective Date, the Parties will enter into a Lheidli T'enneh Governance Agreement.

4. The Lheidli T'enneh Governance Agreement will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm aboriginal or treaty rights within the meaning of sections 25 or 35 of the Constitution Act, 1982.

5. The Lheidli T'enneh Governance Agreement will be legally binding on all Parties and will be given effect by legislation.

6. The Lheidli T'enneh Governance Agreement may contain provisions respecting fiscal relations.

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7. The Lheidli T'enneh Governance Agreement may contain provisions respecting the harmonization of Environmental Assessment regimes.

8. In accordance with the General Provisions Chapter, Lheidli T'enneh Government will operate within the framework of the Constitution of Canada, including the Canadian Charter of Rights and Freedoms.

LHEIDLI T'ENNEH GOVERNMENT

9. The Lheidli T'enneh Government, as provided for under the Final Agreement, the Lheidli T'enneh Governance Agreement, and the Lheidli T'enneh Constitution, will be the government of Lheidli T'enneh.

10. Members of the Lheidli T'enneh Government will be elected in accordance with the Lheidli T'enneh Constitution and Lheidli T'enneh Laws.

11. The Lheidli T'enneh Government will consist of the following elected members:

    a. at least one elected representative from each of the Lheidli T'enneh extended family groupings; and

    b. at least one elected representative from non-Lheidli T'enneh Citizens resident on Lheidli T'enneh Lands.

12. The Lheidli T'enneh Government will be responsible for intergovernmental relations between Lheidli T'enneh and Canada or British Columbia.

LEGAL STATUS AND CAPACITY

13. Lheidli T'enneh will act through the Lheidli T'enneh Government in accordance with:

    a. the Final Agreement;

    b. the Lheidli T'enneh Governance Agreement; and

    c. Lheidli T'enneh Laws, including the Lheidli T'enneh Constitution.

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14. Lheidli T'enneh will be a legal entity with the capacity, rights, powers, and privileges of a natural person including the ability to:

    a. enter into contracts and agreements;

    b. acquire, hold, own, buy, and sell property and interests in property;

    c. raise, spend, invest, and borrow money;

    d. sue and be sued; and

    e. do other things ancillary to the exercise of its rights, powers and privileges.

LHEIDLI T'ENNEH CONSTITUTION

15. Lheidli T'enneh will have a Constitution, consistent with the Final Agreement and the Lheidli T'enneh Governance Agreement, which will provide:

    a. for a democratically elected Lheidli T'enneh Government, including its duties, composition, and membership;

    b. that Lheidli T'enneh Government will be democratically accountable with elections at least every five years;

    c. for financial administration comparable to standards generally accepted for governments in Canada;

    d. for conflict of interest rules comparable to those generally accepted for governments in Canada;

    e. for recognition and protection of rights and freedoms of Lheidli T'enneh Citizens;

    f. that every person who is enrolled under the Final Agreement is entitled to be a Lheidli T'enneh Citizen;

    g. that the Final Agreement and the Lheidli T'enneh Governance Agreement set out the authority of Lheidli T'enneh Government to make Laws;

h. the process for the enactment of Laws by Lheidli T'enneh Government;

i. for challenging the validity of Lheidli T'enneh Laws;

j. that the Lheidli T'enneh Constitution prevails over other Lheidli T'enneh Laws to the extent of Conflict;

k. for the establishment of Lheidli T'enneh Public Institutions;

l. for conditions under which Lheidli T'enneh may dispose of lands or interests in lands;

m. for Lheidli T'enneh Government from the Effective Date until the first elected Lheidli T'enneh Government takes office;

n. for amendment of the Lheidli T'enneh Constitution; and

o. for other provisions.

16. The Lheidli T'enneh Constitution will not form part of the Final Agreement.

17. The Final Agreement will provide that in the event of an inconsistency or Conflict between the Lheidli T'enneh Constitution and the Final Agreement, the Final Agreement will prevail to the extent of the inconsistency or Conflict.

LHEIDLI T'ENNEH LAW MAKING AUTHORITY

18. In addition to law making authorities provided for in other Chapters in this Agreement, the Parties may negotiate Lheidli T'enneh law making authorities to be set out in the Final Agreement respecting:

a. adoption of Lheidli T'enneh children provided that Lheidli T'enneh Laws include provisions to ensure that the best interests of the child are paramount;

b. Lheidli T'enneh assets on Lheidli T'enneh Lands;

c. Lheidli T'enneh Citizenship provided that Lheidli T'enneh Laws do not deal with Canadian citizenship, entry into Canada, or registration under the Indian Act; and

d. management, operation and financial administration of Lheidli T'enneh Government.

19. In addition to the law making authorities referred to in paragraph 18, the Parties may negotiate additional Lheidli T'enneh law making authorities to be set out in the Lheidli T'enneh Governance Agreement in respect of the following subject areas:

a. preschool to grade 12 education provided by Lheidli T'enneh on Lheidli T'enneh Lands;

b. child and family services provided by Lheidli T'enneh on Lheidli T'enneh Lands;

c. health services provided by Lheidli T'enneh;

d. aspects of administration of justice provided by Lheidli T'enneh;

e. licensing, regulation and operation of businesses on Lheidli T'enneh Lands;

f. emergency preparedness provided by Lheidli T'enneh on Lheidli T'enneh Lands;

g. income assistance provided by Lheidli T'enneh;

h. prohibition of, and terms and conditions for the sale, exchange, possession, or consumption of intoxicants on Lheidli T'enneh Lands;

i. fire protection provided by Lheidli T'enneh on Lheidli T'enneh Lands;

j. solemnization of marriage;

k. post-secondary education, including the establishment of post-secondary institutions that have the ability to grant diplomas but not degrees, provided by Lheidli T'enneh on Lheidli T'enneh Lands;

l. public works, buildings, and structures on Lheidli T'enneh Lands;

m. the regulation, control or prohibition of actions or activities on Lheidli T'enneh Lands that may constitute a threat to peace, order and safety;

n. social services and housing provided by Lheidli T'enneh;

o. enforcement of Lheidli T'enneh Laws;

p. traffic and transportation on Lheidli T enneh Lands;

q. Environmental Assessment of projects, other than Provincial Projects, on Lheidli T'enneh Lands; and

r. other matters agreed to by the Parties.

20. Where any of the law making authorities outlined in paragraphs 18 and 19 are negotiated, the Parties will specify the nature and scope of each Lheidli T'enneh law making authority, including to who Lheidli T'enneh Laws apply, and where and when Lheidli T'enneh Laws apply.

21. In negotiating Lheidli T'enneh Government law making authorities under paragraph 19, the Parties will consider the particular circumstances of Lheidli T'enneh, including the population and location of the Lheidli T'enneh community, and the authorities set out in the Land Code.

22. Federal and provincial Laws will apply concurrently with Lheidli T'enneh Laws and the Final Agreement, and the Lheidli T'enneh Governance Agreement will set out which Law prevails where a Lheidli T'enneh Law Conflicts with a federal or provincial Law.

23. In the event of an inconsistency or Conflict between the Final Agreement and a Lheidli T'enneh Law, the Final Agreement will prevail to the extent of the inconsistency or Conflict.

24. Lheidli T'enneh law making authority will not include criminal Law, criminal procedure, or Intellectual Property.

25. For greater certainty, the authority of Lheidli T'enneh Government to make Laws in respect of a subject matter, as set out in the Final Agreement, will include the authority to make Laws and to do other things as may be necessarily incidental to exercising its authority.

26. The Final Agreement or the Lheidli T'enneh Governance Agreement will provide Lheidli T'enneh Government with the authority to make Laws and do other things that may be necessary to enable Lheidli T'enneh and Lheidli T'enneh Government to exercise its rights, or to carry out its responsibilities, under the Final Agreement.

27. In the event of an inconsistency or Conflict between a Lheidli T'enneh Law under paragraphs 25 or 26 and a federal or provincial Law, the federal or provincial Law will prevail to the extent of the inconsistency or Conflict.

28. For greater certainty, nothing in the Final Agreement or the Lheidli T'enneh Governance Agreement will limit or restrict the operation of the Canadian Human Rights Act or the provincial Human Rights Code.

29. The Governance Agreement will provide for consistency of Lheidli T'enneh Laws and actions with Canada's international legal obligations.

30. Unless otherwise provided in the Governance Agreement, Lheidli T'enneh Laws will not apply to Canada or British Columbia.

31. Notwithstanding any other rule of priority in the Governance Agreement, federal Laws will prevail over Lheidli T'enneh Laws to the extent of any Conflict involving a provision of a Lheidli T'enneh Law that:

    a. has a double aspect or an incidental impact on any of federal jurisdiction not attributable to the Lheidli T'enneh Government in the Governance Agreement;

    b. has a double aspect or an incidental impact on any of the jurisdictions dealt with in the Governance Agreement that do not provide for priority of Lheidli T'enneh Laws; or

    c. Conflicts or is inconsistent with a federal Law that pursues an objective of overriding national importance.

32. Notwithstanding any other rule of priority in the Governance Agreement, provincial Laws will prevail over Lheidli T'enneh Laws to the extent of any Conflict with a provision of a Lheidli T'enneh Law that has:

    a. an incidental impact on; or

b. double aspect where one of those aspects includes a subject matter that falls within

provincial jurisdiction and in respect of which the Lheidli T'enneh Government either:

c. does not have authority under the Governance Agreement; or

d. has authority to make Laws which do not have priority over provincial Laws under the Governance Agreement.

LHEIDLI T'ENNEH ELECTIONS

33. Elections for Lheidli T'enneh Government will be held in accordance with the Lheidli T'enneh Constitution and Lheidli T'enneh Laws.

APPEAL AND REVIEW OF ADMINISTRATIVE DECISIONS

34. Lheidli T'enneh Government will establish processes for appeal or review of administrative decisions made by Lheidli T'enneh Government and Lheidli T'enneh Public Institutions.

35. The Supreme Court of British Columbia will have jurisdiction to hear appeals or review of administrative decisions of Lheidli T'enneh Government or Lheidli T'enneh Public Institutions.

REGISTRY OF LAWS

36. Lheidli T'enneh Government will:

   a. maintain a public registry of Lheidli T'enneh Laws in the English language; and

   b. provide Canada and British Columbia with copies of Lheidli T'enneh Laws.

37. The English language version of the Lheidli T'enneh Constitution and all Laws enacted by the Lheidli T'enneh Government will be authoritative.

INDIVIDUALS WHO ARE NOT LHEIDLI T'ENNEH CITIZENS

38. The Final Agreement will provide opportunities or processes for participation by individuals who are not Lheidli T'enneh Citizens, residing on or having a property interest in Lheidli T'enneh Lands, in decisions of Lheidli T'enneh Government and Lheidli T'enneh Public Institutions that affect them.

39. Lheidli T'enneh Government will consult with individuals who are not Lheidli T'enneh Citizens, residing on or having a property interest in Lheidli T'enneh Lands, regarding proposed Lheidli T'enneh Government decisions that may directly and significantly affect them.

40. Lheidli T'enneh Government will provide that individuals who are not Lheidli T'enneh Citizens, residing on or having a property interest in Lheidli T'enneh Lands, will have access to the appeal and review procedures under paragraphs 34 and 35.

CHILD CUSTODY

41. The Lheidli T'enneh Government has standing in any judicial proceedings in which custody of a Lheidli T'enneh child is in dispute, and the court will consider any evidence and representations of Lheidli T'enneh Laws and customs in addition to any other matters it is required by Law to consider.

42. The participation of the Lheidli T'enneh Government in proceedings referred to in paragraph 41 will be in accordance with the applicable rules of court and will not affect the court's ability to control its process.

LHEIDLI T'ENNEH LIABILITY

Elected Members of Lheidli T'enneh Government

43. No action for damages lies, or may be instituted against, an elected member or former elected member of the Lheidli T'enneh Government:

a. for anything said or done, or omitted to be said or done, by or on behalf of Lheidli T'enneh or Lheidli T'enneh Government while that person is or was an elected member;

b. for any alleged neglect or default in the performance or intended performance of a duty or the exercise of a power of Lheidli T'enneh or Lheidli T'enneh Government while that person is or was an elected member;

c. for anything said or done, or omitted to be said or done, by that person in the performance or intended performance of the person's duty or the exercise of the person's power; or

d. for any alleged neglect or default in the performance or intended performance of that person's duty or exercise of that person's power.

44. Paragraphs 43.c and 43.d do not provide a defense if:

a. that person has, in respect of the conduct that is the subject matter of the action, been guilty of dishonesty, gross negligence or malicious or willful misconduct; or

b. the cause of action is libel or slander.

45. Paragraphs 43.c and 43.d do not absolve Lheidli T'enneh from vicarious liability arising out of a tort committed by an elected member or former elected member of the Lheidli T'enneh Government for which Lheidli T'enneh would have been liable had those paragraphs not been in effect.

Lheidli T'enneh

46. The Final Agreement will contain provisions in respect of liability of Lheidli T'enneh, the Lheidli T'enneh Government, and Lheidli T'enneh public officers that may be similar to provisions in respect of the liability of municipalities and public officers in British Columbia.

TRANSITIONAL PROVISIONS

47. The Final Agreement will include provisions for the transition from Lheidli T'enneh Indian Band to Lheidli T'enneh Government.

LOCAL AND REGIONAL GOVERNMENT RELATIONSHIPS

1. Residents of Lheidli T'enneh Lands have the right to vote in elections and referenda of Local Government in accordance with provincial legislation.

2. The Lheidli T'enneh Government may participate as a government on the board of a Regional District in accordance with provincial legislation.

3. The Lheidli T'enneh Government may enter into agreements with Local Government in respect of the costs of services and the payment for the delivery of:

   a. Local Government services on Lheidli T'enneh Lands; and

   b. Lheidli T'enneh Government services to Local Government.

4. The Lheidli T'enneh Government may enter into agreements with Local Government to coordinate activities and proposed land use in their respective areas of responsibility.

TRANSITION

GENERAL

1. The Final Agreement will provide that the Indian Act applies with any modifications that the circumstances require to the estate of a person who died testate or intestate before the Effective Date and who, at the time of death, was a member of the Lheidli T'enneh Band.

2. Before the Effective Date, Canada will take reasonable steps to:

   a. notify in writing all members of the Lheidli T'enneh Band who have deposited wills with the Minister; and

   b. provide information to persons who may be eligible to be Enrolled under the Final Agreement,

   that their wills may not be valid after the Effective Date and that their wills should be reviewed to ensure validity under provincial Laws.

3. The Final Agreement will provide that section 51 of the Indian Act applies with any modifications that the circumstances require to the property and estate of a Lheidli T'enneh Citizen:

   a. who was "a mentally incompetent Indian" as defined in the Indian Act immediately before the Effective Date; and

   b. whose property and estate was under the authority of the Minister under section 51 of the Indian Act immediately before the Effective Date,

   until they are no longer a "mentally incompetent Indian".

4. Sections 52, 52.2, 52.3, 52.4 and 52.5 of the Indian Act apply with any modifications that the circumstances require to the administration of any property to which a Lheidli T'enneh Citizen who is an infant child of an Indian is entitled, if the Minister was administering that property under the Indian Act immediately before the Effective Date, until the duties of the Minister in respect of the administration have been discharged.

CONTINUATION OF INDIAN ACT BYLAWS AND LAND CODE

5. The bylaws and Land Code of the Lheidli T'enneh Band that were in effect immediately before the Effective Date have effect for 30 days after the Effective Date on Lheidli T'enneh Lands.

6. The relationship between a bylaw referred to in paragraph 5, the Land Code and any Lheidli T'enneh Laws made thereto and federal and provincial Laws, will be governed by the provisions of the Final Agreement governing the relationship between Lheidli T'enneh Laws and federal and provincial Laws in respect of the subject matter of the bylaw, Land Code or Laws made thereto.

7. The Lheidli T'enneh Government replacing the band council that made a bylaw, Land Code provision or Law referred to in paragraph 5 may repeal, but not amend, that bylaw, Land Code provision or Law.

8. Nothing in the Final Agreement precludes a person from challenging the validity of a bylaw, Land Code provision or Law thereto referred to in paragraph 5.

TRANSFER OF BAND ASSETS

9. Subject to the Final Agreement, on the Effective Date, all of the rights, titles, interests, assets, obligations and liabilities of the Lheidli T'enneh Band vest in Lheidli T'enneh and the Lheidli T'enneh Band ceases to exist.

FISCAL RELATIONS

GENERAL

1. Prior to the Final Agreement, the Parties will determine the placement of the provisions of this Chapter in either the Final Agreement or in the Lheidli T'enneh Governance Agreement.

2. Setting out Lheidli T'enneh Government authorities, including Law making authorities, in the Final Agreement, will not create or imply any financial obligations or service responsibility for any Party.

3. Any fiscal agreements between the Parties will not be part of the Final Agreement, will not be a treaty or land claims agreement and will not recognize or affirm aboriginal or treaty rights within the meaning of sections 25 or 35 of the Constitution Act, 1982.

4. Any amounts required for the purposes of a fiscal agreement or any other funding agreement are subject to appropriations by the Parliament of Canada or will be paid out of appropriations by the Legislature of British Columbia for those purposes.

FISCAL AGREEMENTS

5. Every five years, or other periods as may be agreed, the Parties will negotiate and attempt to reach agreement on fiscal agreements which will include how funding will be provided to Lheidli T'enneh to support the provision of agreed-upon programs and services to Lheidli T'enneh Citizens and, where applicable, all other residents of Lheidli T'enneh Lands.

6. Unless the Parties otherwise agree, they will initial the first fiscal agreement no later than the date at which the Final Agreement is initialed and the first fiscal agreement will come into effect on the Effective Date.

7. In negotiating Lheidli T'enneh fiscal agreements in respect of the agreed-upon programs and services, the Parties will take into account:

a. the financial resources to support Lheidli T'enneh in providing, either directly or indirectly, agreed-upon programs and services at levels reasonably comparable to the levels of programs and services available in other communities of similar size and circumstance in British Columbia;

b. existing levels of federal and provincial funding provided to Lheidli T'enneh;

c. prevailing federal and provincial fiscal policies;

d. the desirability of reasonably stable, predictable and flexible funding arrangements;

e. efficiency and effectiveness in providing agreed-upon programs and services;

f. Lheidli T'enneh's own source revenue capacity determined in accordance with this Chapter;

g. the costs of operating the Lheidli T'enneh Government;

h. adjustments to base funding such as price and volume, which may include consideration of the number of Lheidli T'enneh Citizens; and

i. other matters agreed to by the Parties.

8. Until the first fiscal agreement comes into effect, Lheidli T'enneh will continue to receive federal and provincial funding if they meet the criteria and in accordance with conditions in effect from time to time.

9. If the Parties do not reach a further fiscal agreement by the expiry date of a fiscal agreement, the fiscal agreement will continue in effect for two years from its original expiry date, or for any other period that the Parties may agree while they attempt to reach a further fiscal agreement.

10. In negotiating fiscal agreements, the Parties will consider procedures for:

a. negotiating subsequent fiscal agreements;

b. assuming or transferring responsibility for the provision of agreed-upon programs and services for the term of a fiscal agreement;

c. negotiating the addition of programs and services within the term of a fiscal agreement;

d. payment of funds to the Lheidli T'enneh under a fiscal agreement;

e. the collection and exchange of information, including statistical information, to facilitate the implementation of the fiscal agreements;

f. dispute resolution in relation to the fiscal agreements;

g. the accountability of the Lheidli T'enneh Government to the funding governments; and

h. other procedures agreed to by the Parties.

11. In negotiating the first Lheidli T'enneh fiscal agreement, the Parties will take into account:

a. the start-up costs of operating the Lheidli T'enneh Government under the Final Agreement; and

b. the level and condition of agreed-upon physical community infrastructure assets and the management, maintenance and replacement costs of those assets over time.

LHEIDLI T'ENNEH REVENUE

12. The Lheidli T'enneh will contribute to the funding of its activities from its own source revenues and it is the shared objective of the Parties that this contribution will be enhanced over time so as to reduce the Lheidli T'enneh Government's reliance on federal or provincial transfers.

13. The fiscal arrangements between the Parties should not create unreasonable disincentives for Lheidli T'enneh to raise revenues from its own sources.

14. Prior to initialing the Final Agreement, the Parties will negotiate and reach agreement on:

a. a definition of own source revenue capacity; and

b. how own source revenue capacity will be taken into account to determine the net amount of funding provided by Canada or British Columbia under the fiscal agreement.

15. In calculating Lheidli T'enneh's own source revenue capacity, all Lheidli T'enneh revenues will be included except for the following:

a. capital transfer payments under the Final Agreement;

b. any amount payable to Lheidli T'enneh under a fiscal agreement, fiscal contribution agreement, or any bilateral agreement between Lheidli T'enneh and Canada or British Columbia in respect of a program or service of the Lheidli T'enneh;

c. proceeds from the sale of Lheidli T'enneh Lands; and

d. other revenues as agreed to by the Parties during the Final Agreement negotiations.

16. The manner in which Lheidli T'enneh revenue capacity will be used in determining the net funding amount to be provided by Canada or British Columbia may be phased in over a number of years as negotiated and specified before the initialing of the Final Agreement.

17. Prior to initialing the Final Agreement, the Parties will explore the issue of reasonably equitable treatment as it relates to Lheidli T'enneh commercial activities and other commercial activities in British Columbia.

CAPITAL TRANSFER AND NEGOTIATION LOAN REPAYMENT

CAPITAL TRANSFER

1. The Capital Transfer from Canada and British Columbia to Lheidli T'enneh will be $12.8 million and will be paid in accordance with the provisions of this Chapter and is subject to paragraph 2.

2. The Capital Transfer will be reduced by the cost of any land referred to in paragraph 2 of the Lands Chapter.

3. A provisional schedule of payments will be negotiated prior to the initialing of the Final Agreement which will provide:

   a. a first payment to Lheidli T'enneh on the Effective Date and subsequent payments on each anniversary of the Effective Date;

   b. the net present value of the amounts listed in the provisional schedule of payments will equal the amount in paragraph 1; and

   c. the net present value referred to in paragraph 3.b will be calculated using as a discount rate the most recent and appropriate Consolidated Revenue Fund Lending Rate available before the initialing of the Final Agreement from the Department of Finance, Canada, less one eighth of one percent.

4. A final schedule of payments will be determined approximately three months before the Effective Date, or as soon as the Effective Date is known, whichever is closest to the Effective Date, in accordance with the following formula:

   Final Amount = Provisional Amount x (Effective Date FDDIPI/ xth Q 200x FDDIPI)

   where,

   "Final Amount" refers to each amount in the final schedule of payments;

"Provisional Amount" refers to the corresponding amount in the provisional schedule of payments;

"Effective Date FDDIPI" refers to the value of the Canada Final Domestic Demand Implicit Price Index (FDDIPI) for the quarter prior to the Effective Date;

"xth Q 200x FDDIPI" refers to the value of the Canada FDDIPI for the xth quarter of the year 200x; and

the Effective Date FDDIPI and the xth Q 200x FDDIPI values used will be the latest published values available from Statistics Canada three months prior to the Effective Date, or as soon as the Effective Date is known, whichever date is closest to the Effective Date.

5. Payments to Lheidli T'enneh will be made by British Columbia and, subject to paragraph 11, Canada, in accordance with the final schedule of payments determined in accordance with paragraph 4.

REVENUE SHARING

6. Prior to the Final Agreement, the Parties will negotiate and attempt to reach agreement on revenue sharing.

NEGOTIATION LOAN REPAYMENT

7. On the date of the initialing of the Final Agreement, Canada will determine the outstanding amount of the negotiation loans made by Canada to Lheidli T'enneh, including any interest that may have accrued to that date, in accordance with First Nation Negotiation Support Agreements.

8. At the same time, Canada will prepare a provisional schedule for the repayment of the outstanding negotiation loan amount referred to in paragraph 7, such that the repayments will be proportional to the provisional schedule of payments referred to in paragraph 3.

9. This provisional schedule will use an interest rate equal to the discount rate referred to in paragraph 3.c.

10. A final schedule of loan repayment amounts will be determined approximately three months before the Effective Date, or as soon as the Effective Date is known, whichever is closest to the Effective Date, by:

    a. determining the amount of any additional negotiation loans made by Canada to Lheidli T'enneh after the initialing of the Final Agreement and prior to the Effective Date, and any further interest that may have accrued in respect of any negotiation loans, in accordance with First Nation Negotiation Support Agreements; and

    b. prorating the additional amounts in paragraph 10.a over the provisional repayment schedule.

11. Canada may deduct any amounts due under the final schedule of loan repayments referred to in paragraph 10 from Capital Transfer payments payable to Lheidli T'enneh in accordance with paragraph 5.

12. Lheidli T'enneh may pay to Canada, in advance and on account, without bonus or penalty, amounts that will be credited against the loan repayment amounts set out in paragraph 10.

TAXATION

GENERAL

1. Prior to the Final Agreement, the Parties will determine the placement of the provisions of this Chapter in either the Final Agreement or in the Governance Agreement.

DIRECT TAXATION

2. The Lheidli T'enneh Government may make Laws in respect of direct taxation of Lheidli T'enneh Citizens on Lheidli T'enneh Lands in order to raise revenue for Lheidli T'enneh purposes.

3. The Lheidli T'enneh Government powers provided for in paragraph 2 will not limit the powers of Canada or British Columbia to impose or levy tax or make Laws in respect of taxation.

OTHER TAXATION AND TAX ADMINISTRATION AGREEMENTS

4. From time to time Canada or British Columbia may enter into negotiations and attempt to conclude a taxation agreement with the Lheidli T'enneh Government in relation to the following matters:

   a. the manner in which taxation by the Lheidli T'enneh Government will be coordinated with existing federal and provincial tax systems; and

   b. the extent to which the Lheidli T'enneh Government may enact Laws for the direct taxation of persons on Lheidli T'enneh Lands who are not Lheidli T'enneh Citizens.

5. British Columbia agrees not to impose property tax on persons on Lheidli T'enneh Lands in respect of their land or interests in land provided that, prior to the Final Agreement, British Columbia and Lheidli T'enneh negotiate and reach agreement on:

a. terms and conditions to provide the Lheidli T'enneh Government with the authority to impose property tax on persons on Lheidli T'enneh Lands who are not Lheidli T'enneh Citizens; and

b. arrangements to provide provincial services to all persons on Lheidli T'enneh Lands.

LHEIDLI T'ENNEH LANDS

6. The Lheidli T'enneh Government will not be subject to taxation of lands, or interests in lands, on Lheidli T'enneh Lands on which there are no improvements or on which there is an improvement all or substantially all of which is used for a public purpose and not for profitable purpose.

INDIAN ACT TRANSITION

7. Prior to the Final Agreement, the Parties agree to negotiate transitional tax measures to address the fact that section 87 of the Indian Act will no longer apply after the Effective Date.

8. These transitional tax measures will be negotiated in a way that provides a reasonably comparable effect to transitional tax measures in other land claim or self-government agreements-in-principle, or in other land claim or self-government final agreements negotiated with other aboriginal groups in British Columbia.

LHEIDLI T'ENNEH CAPITAL

9 A transfer, or recognition of ownership, under the Final Agreement, of Lheidli T'enneh Capital is not taxable.

10. For the purposes of the Income Tax Act and the Income Tax Act (British Columbia), Lheidli T'enneh Capital transferred to, or recognized as owned by, Lheidli T'enneh under the Final Agreement will be deemed to have been acquired by Lheidli T'enneh on the latest of the Effective Date, the date of transfer or the date of recognition, at a cost equal to its fair market value at that date.

TAXATION TREATMENT AGREEMENT

11. Prior to the Final Agreement, the Parties will enter into a Taxation Treatment Agreement which will take effect on the Effective Date.

12. In addition to paragraphs 13 to 16, the Parties agree to address the following matters in negotiation of a Taxation Treatment Agreement:

    a. the tax treatment of the Lheidli T'enneh Government and its subsidiaries, in respect of the federal goods and services tax and certain agreed upon Transaction Taxes;

    b. consistency of Lheidli T'enneh Laws and actions with relevant obligations agreed to by Canada under international treaties, conventions or protocols in respect of taxation;

    c. a procedure for amendment of the Taxation Treatment Agreement;

    d. term of the Taxation Treatment Agreement; and

    e. any other taxation-related matter that the Parties agree to include in the Taxation Treatment Agreement.

13. For the purposes of section 149(1)(c) of the Income Tax Act, the Lheidli T'enneh Government is deemed to be a public body performing a function of government in Canada.

14. For the purposes of sections 149(1)(d) to 149(1)(d.6) and sections 149(1.1) to 149(1.3) of the Income Tax Act, the Lheidli T'enneh Government is deemed to be a municipality in Canada.

15. A person who makes a gift to the Lheidli T'enneh Government has the same tax treatment in respect of the gift as the person would have if the gift had been made to a qualified donee within the meaning assigned under the Income Tax Act.

16. The Lheidli T'enneh Government will be treated as a public authority designated pursuant to subsection 32(2) of the Cultural Property Export and Import Act, and any non-profit organization established by the Lheidli T'enneh Government to receive, store and display cultural artifacts will be treated as an institution designated under that

subsection of that Act, if the Lheidli T'enneh Government or the non-profit organization, as the case may be:

a. has a facility that meets the environmental requirements of the Minister of Canadian Heritage in respect of long-term storage and display of cultural artifacts; or

b. has the use, by virtue of an agreement with a public authority or an institution, that are designated under subsection 32(2) of the Cultural Property Export and Import Act, of a facility that meets the environmental requirements of the Minister of Canadian Heritage, until such time as the Lheidli T'enneh Government or the non-profit organization established by the Lheidli T'enneh Government has a facility that meets those requirements; and

c. uses either facility to store or display cultural artifacts, including any that are donated to it and that are included in "total cultural gifts" within the meaning of section 118.1(1) of the Income Tax Act for purposes of computing the income tax liability of the donor.

17. The Taxation Treatment Agreement, or any taxation agreement under paragraph 4 or 5, will not form part of the Final Agreement.

18. The Taxation Treatment Agreement, and any taxation agreement under paragraph 4 or 5, will not be a treaty or land claims agreement and will not recognize or affirm aboriginal or treaty rights within the meaning of sections 25 and 35 of the Constitution Act, 1982.

IMPLEMENTATION

GENERAL

1. The Parties will, prior to the initialing of the Final Agreement, conclude an implementation plan that will take effect on the effective date of the Final Agreement and have a term of 10 years.

IMPLEMENTATION PLAN

2. The implementation plan will:

   a. identify the obligations in the Final Agreement, the activities to be undertaken to fulfill these obligations, the responsible Party and the timelines including when the activities will be completed;

   b. specify how the implementation plan may be amended;

   c. specify how the implementation plan may be renewed or extended; and

   d. address other matters agreed to by the Parties.

3. The implementation plan will not:

   a. form part of the Final Agreement;

   b. be a treaty or land claims agreement;

   c. recognize or affirm aboriginal or treaty rights, within the meaning of sections 25 or 35 of the Constitution Act, 1982;

   d. create legal obligations;

   e. alter any rights or obligations set out in the Final Agreement;

f. preclude any Party from asserting that rights or obligations exist under the Final Agreement even though they are not referred to in the implementation plan; and

g. be used to interpret the Final Agreement.

IMPLEMENTATION WORKING GROUP

4. The Parties agree to establish a tripartite implementation working group during Final Agreement negotiations which will:

   a. be responsible for the development of an implementation plan prior to the initialing of the Final Agreement; and

   b. be responsible for the development of a list of activities that the Parties must complete by the Effective Date of the Final Agreement.

IMPLEMENTATION COMMITTEE

5. On the Effective Date of the Final Agreement, the Parties will establish a tripartite Implementation Committee.

6. The Implementation Committee will have a term of 10 years which may be renewed or extended upon agreement by the Parties.

7. The Parties will each appoint one member as their representative to the Implementation Committee.

8. The Implementation Committee will:

   a. establish its own procedures and operating guidelines;

   b. develop a communications strategy in respect of the implementation and content of the Final Agreement;

   c. provide a forum for the Parties to discuss the implementation of the Final Agreement;

d. provide for the preparation of annual reports on the implementation of the Final Agreement; and

e. prior to the expiry of the implementation plan, advise the Parties on the further implementation of the Final Agreement and recommend whether the implementation plan may be renewed or extended.

DISPUTE RESOLUTION

GENERAL

1. In this Chapter and in each Appendix, a Party is deemed to be directly engaged in a disagreement if another Party, acting reasonably, gives the first Party a written notice requiring it to participate in a process described in this Chapter to resolve the disagreement.

2. The Parties share the following objectives:

   a. to cooperate with each other to develop harmonious working relationships;

   b. to prevent or minimize disagreements;

   c. to identify disagreements quickly and resolve them in the most expeditious and cost-effective manner possible; and

   d. to resolve disagreements in a non-adversarial, collaborative and informal atmosphere.

3. Except as otherwise provided, participating Parties may agree to vary a procedural requirement contained in this Chapter or in an Appendix as it applies to a particular disagreement.

4. Participating Parties may agree to, or the Supreme Court of British Columbia on application may order:

   a. the abridgement of a time limit; or

   b. the extension of a time limit, despite the expiration of that time limit in this Chapter or in an Appendix.

WHEN THIS CHAPTER APPLIES TO A DISAGREEMENT

5. This Chapter does not apply to all conflicts or disputes between or among the Parties, but is limited to the conflicts or disputes described in paragraph 6.

6. This Chapter only applies to:

   a. a conflict or dispute in respect of:

      i. the interpretation, application or implementation of the Final Agreement; or

      ii. a breach or anticipated breach of the Final Agreement;

   b. a conflict or dispute, where provided for in the Final Agreement; or

   c. negotiations required to be conducted under any provision of the Final Agreement that provides that the Parties, or any of them, "will negotiate and attempt to reach agreement".

7. This Chapter does not apply to:

   a. an agreement between or among the Parties that is ancillary, subsequent or supplemental to the Final Agreement unless the Parties have agreed that this Chapter applies to that agreement;

   b. the implementation plan; or

   c. conflicts or disputes where excluded from this Chapter.

8. Nothing in this chapter limits the application of a dispute resolution process, under any Law, to a conflict or dispute involving a person if that conflict or dispute is not a disagreement.

DISAGREEMENTS TO GO THROUGH STAGES

9. The Parties desire and expect that most disagreements will be resolved by informal discussions between or among the Parties without the necessity of invoking this Chapter.

10. Except as otherwise provided, disagreements not resolved informally will progress until resolved through the following stages:

    a. Stage One: formal, unassisted efforts to reach agreement between or among the Parties, in collaborative negotiations under Appendix K;

    b. Stage Two: structured efforts to reach agreement between or among the Parties with the assistance of a neutral, who has no authority to resolve the dispute, in a facilitated process under K as applicable; and

    c. Stage Three: final adjudication in arbitral proceedings under Appendix K or in judicial proceedings.

11. Except as otherwise provided, no Party may refer a disagreement to final adjudication in Stage Three without first proceeding through Stage One and a facilitated process in Stage Two as required in this Chapter.

12. Nothing in this Chapter prevents a Party from commencing arbitral or judicial proceedings at any time:

    a. to prevent the loss of a right to commence proceedings due to the expiration of a limitation period; or

    b. to obtain interlocutory or interim relief that is otherwise available pending resolution of the disagreement under this Chapter.

STAGE ONE: COLLABORATIVE NEGOTIATIONS

13. If a disagreement is not resolved by informal discussion and a Party directly engaged in the disagreement wishes to invoke this Chapter, that Party will deliver a written notice as required under Appendix K as soon as practicable to the other Parties requiring the commencement of collaborative negotiations.

14. Upon receiving the notice under paragraph 13, a Party directly engaged in the disagreement will participate in the collaborative negotiations.

15. A Party not directly engaged in the disagreement may participate in the collaborative negotiations by giving written notice to the other Parties, preferably before the collaborative negotiations commence.

16. If the Parties have commenced negotiations in the circumstances described in paragraph 6.c, those negotiations will be deemed collaborative negotiations and the matter under negotiation will be considered a disagreement.

17. Collaborative negotiations terminate in the circumstances set out in Appendix K.

STAGE TWO: FACILITATED PROCESSES

18. Within 15 days of termination of collaborative negotiations that have not resolved the disagreement, a Party directly engaged in a disagreement, by delivering a notice to the other Parties, may require the commencement of a facilitated process.

19. A notice under paragraph 18:

    a. will include the name of the Party or Parties directly engaged in the disagreement and a summary of the particulars of the disagreement; and

    b. may propose the use of a facilitated process described in paragraph 22.

20. Upon receiving a notice under paragraph 18, a Party directly engaged in the disagreement will participate in a facilitated process described in paragraph 22.

21. A Party not directly engaged in the disagreement may participate in the facilitated process by giving written notice to the other Parties within 15 days of delivery of a notice under paragraph 18.

22. Within 30 days after delivery of a notice under paragraph 18, the Parties directly engaged in the disagreement will attempt to agree to use one of the following processes:

    a. mediation under Appendix K;

    b. technical advisory panel under Appendix K;

    c. neutral evaluation under Appendix K;

d. community advisory council under Appendix K; or

e. any other non-binding dispute resolution process assisted by a neutral; and

if the Parties fail to agree, they will be deemed to have selected mediation under Appendix K.

23. A facilitated process terminates:

a. in the circumstances set out in the applicable Appendix; or

b. as agreed by the participating Parties, if an Appendix does not apply.

NEGOTIATING CONDITIONS

24. In order to enhance the prospect of reaching agreement, the Parties participating in collaborative negotiations or a negotiation component of a facilitated process will:

a. at the request of a participating Party, provide timely disclosure of sufficient information and documents to enable a full examination of the subject matter being negotiated;

b. make every reasonable effort to appoint negotiating representatives with sufficient authority to reach an agreement, or with ready access to such authority; and

c. negotiate in good faith.

SETTLEMENT AGREEMENT

25. Any agreement reached in a process under this Chapter:

a. will be:

i. recorded in writing;
ii. signed by authorized representatives of the Parties to the agreement; and
iii. delivered to all Parties;

b. is binding only on the Parties who have signed the agreement.

STAGE THREE: ADJUDICATION – ARBITRATION

26. After the later of termination of collaborative negotiations or of a required facilitated process in respect of a disagreement arising out of any provision of this Agreement that provides that a matter will be "finally determined by arbitration", the disagreement will, on the delivery of a notice by a Party directly engaged in the disagreement to all Parties as required under Appendix K, be referred to and finally resolved by arbitration in accordance with that Appendix.

27. After the later of termination of collaborative negotiations, or a required facilitated process in respect of any disagreement other than a disagreement referred to in paragraph 26, and with the written agreement of all Parties directly engaged in the disagreement, the disagreement will be referred to and finally resolved by arbitration in accordance with Appendix K.

28. If two Parties make a written agreement under paragraph 27, they will deliver a copy of the agreement as soon as practicable to the other Party.

29. Upon delivering a written notice to the participating Parties to the arbitration within 15 days after receiving a notice under paragraph 26 or copy of a written agreement under paragraph 27, a Party not directly engaged in the disagreement is entitled to be, and will be added as a party to the arbitration of that disagreement whether or not that Party has participated in collaborative negotiations or a required facilitated process.

30. Notwithstanding paragraph 29, an arbitral tribunal may make an order adding a Party as a participating Party at any time if the arbitral tribunal considers that:

    a. the participating Parties will not be unduly prejudiced; or

    b. the issues stated in the pleadings are materially different from those identified in the notice to arbitrate under paragraph 26 or the written agreement to arbitrate in paragraph 27; and

c. in that event, the arbitral tribunal may make any order it considers appropriate or necessary in the circumstances in respect of conditions, including the payment of costs, upon which the Party may be added.

EFFECT OF ARBITRAL AWARD

31. An arbitral award is final and binding on all Parties whether or not a Party has participated in the arbitration.

32. Notwithstanding paragraph 31, an arbitral award is not binding on a Party that has not participated in the arbitration if:

a. the Party did not receive copies of:

i. the notice of arbitration or agreement to arbitrate; or
ii. the pleadings and any amendments or supplements to the pleadings; or

b. the arbitral tribunal refused to add the Party as a participating Party to the arbitration under paragraph 30.

APPLICATION OF LAW

33. No Law of any Party in respect of arbitration, except the settlement legislation, applies to an arbitration conducted under this Chapter.

34. A court must not intervene or offer assistance in an arbitration or review an arbitral award under this Chapter except as provided in Appendix K.

STAGE THREE: ADJUDICATION – JUDICIAL PROCEEEDINGS

35. Nothing in this Chapter creates a cause of action where none otherwise exists.

36. Subject to paragraph 37, at any time a Party may commence proceedings in the Supreme Court of British Columbia in respect of a disagreement.

37. A Party may not commence judicial proceedings in respect of a disagreement if the disagreement:

    a. is required to be referred to arbitration under paragraph 26 or has been agreed to be referred to arbitration under paragraph 27;

    b. has not been referred to collaborative negotiations or a facilitated process as required under this Chapter; or

    c. has been referred to collaborative negotiations or a facilitated process that has not yet been terminated.

38. Nothing in paragraph 37.a prevents an arbitral tribunal or the participating Parties from requesting the Supreme Court of British Columbia to make a ruling in respect of a question of Law as permitted in Appendix K.

NOTICE TO PARTIES

39. If, in any judicial or administrative proceeding, an issue arises in respect of:

    a. the interpretation or validity of this Agreement; or

    b. the validity or applicability of:

        i. any settlement legislation; or
        ii. any Lheidli T'enneh Law;

    the issue will not be decided until the party raising the issue has properly served notice on the Attorney General of British Columbia, the Attorney General of Canada and the Lheidli T'enneh Government.

40. In any judicial or administrative proceeding to which paragraph 39 applies, the Attorney General of British Columbia, the Attorney General of Canada and the Lheidli T'enneh Government may appear and participate in the proceedings as Parties with the same rights as any other Party.

COSTS

41. Except as provided otherwise under Appendix K, each participating Party will bear the costs of its own participation, representation and appointments in collaborative negotiations, a facilitated process or an arbitration conducted under this Chapter.

42. Subject to paragraph 43 and except as provided otherwise under Appendix K, the participating Parties will share equally all costs of collaborative negotiations, a facilitated process or an arbitration conducted under this Chapter.

43. For purposes of paragraph 42, costs include:

    a. fees of neutrals;

    b. costs of hearing and meeting rooms;

    c. actual and reasonable costs of communications, accommodation, meals and travel of the neutrals;

    d. costs of required secretarial and administrative support for the neutrals, as permitted under Appendix K; and

    e. administration fees of a neutral appointing authority.

LHEIDLI T'ENNEH
AGREEMENT-IN-PRINCIPLE

July 26, 2003

APPENDICES

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C **Interests on Proposed Land Package.**

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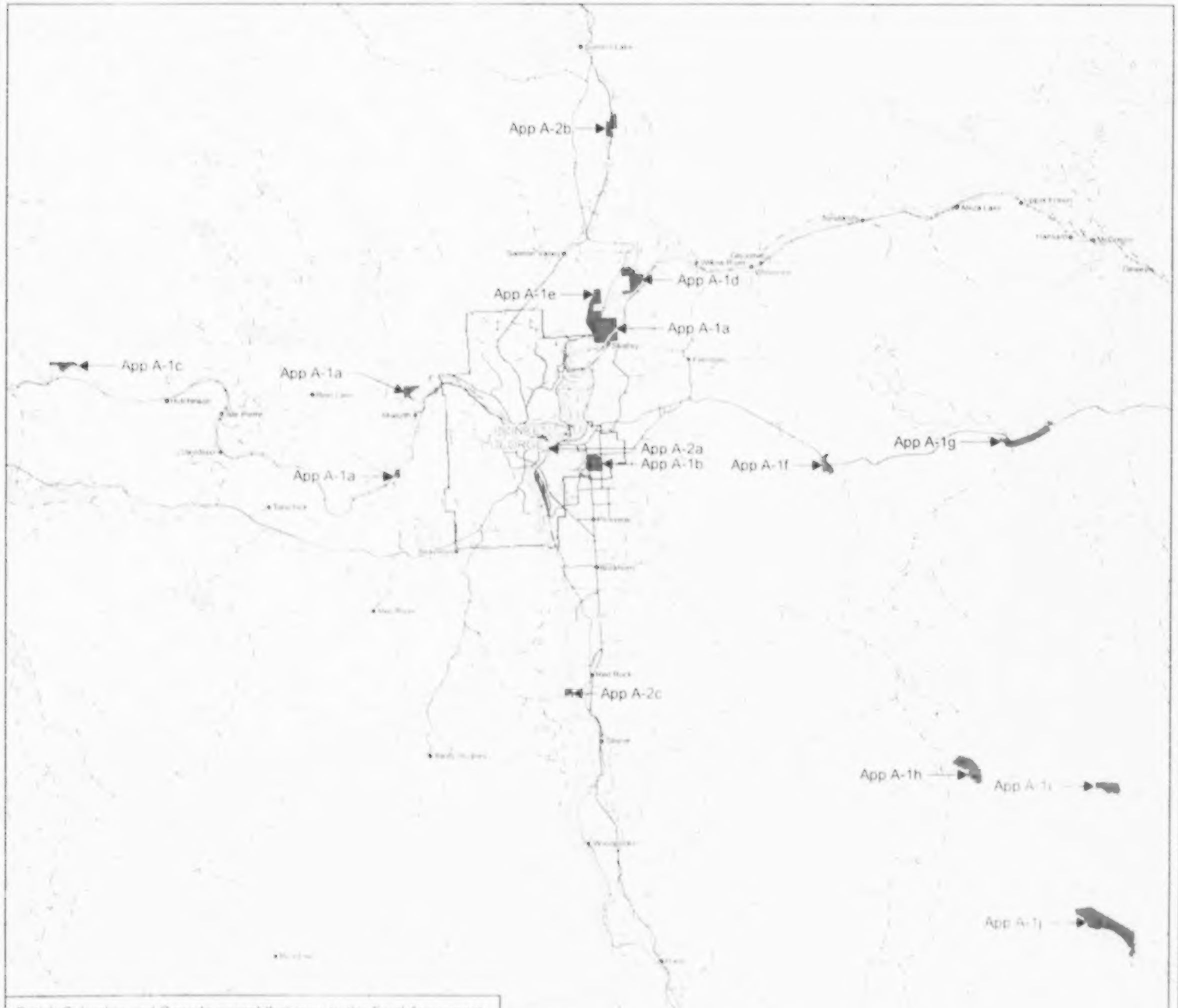
K **Dispute resolution procedures.**

APPENDIX A*

Lheidli T'enneh Proposed Land Package Overview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App A-1d
App A-1e
App A-1a
App A-1c
App A-1a
App A-2a
App A-1b
App A-1a
App A-1f
App A-1g
App A-2c
App A-1h
App A-1i
App A-1j

British Columbia and Canada expect that prior to the Final Agreement Lheidli T'enneh will establish a process with neighbouring First Nations to address any overlaps for lands included in this proposal

Legend

▇ Proposed Land Package
Approximately 4,027 hectares.
This calculation of area is approximate and does not reflect areas to be excluded pursuant to the provisions of the Agreement-in-Principle

Protected Areas

☐ Municipality

• Community

Transportation

- Road (paved)
- Road (loose)
- Trail
- Railway
- Airport/field/strip

1:450,000

* See Lands Chapter, paragraph 1 Lheidli T'enneh Agreement-in-Principle Proposal

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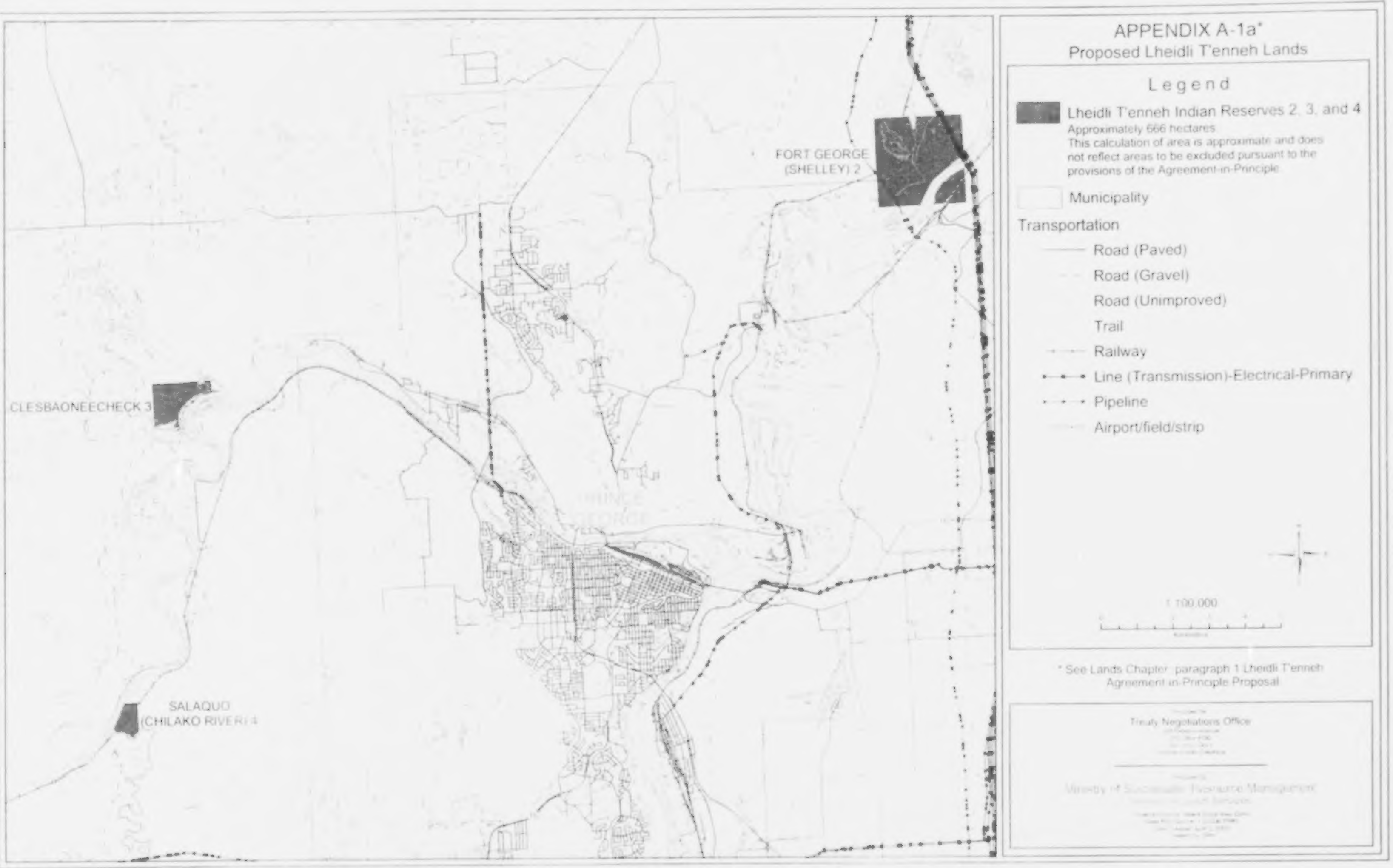
Ministry of Sustainable Resource Management

APPENDIX A-1a*

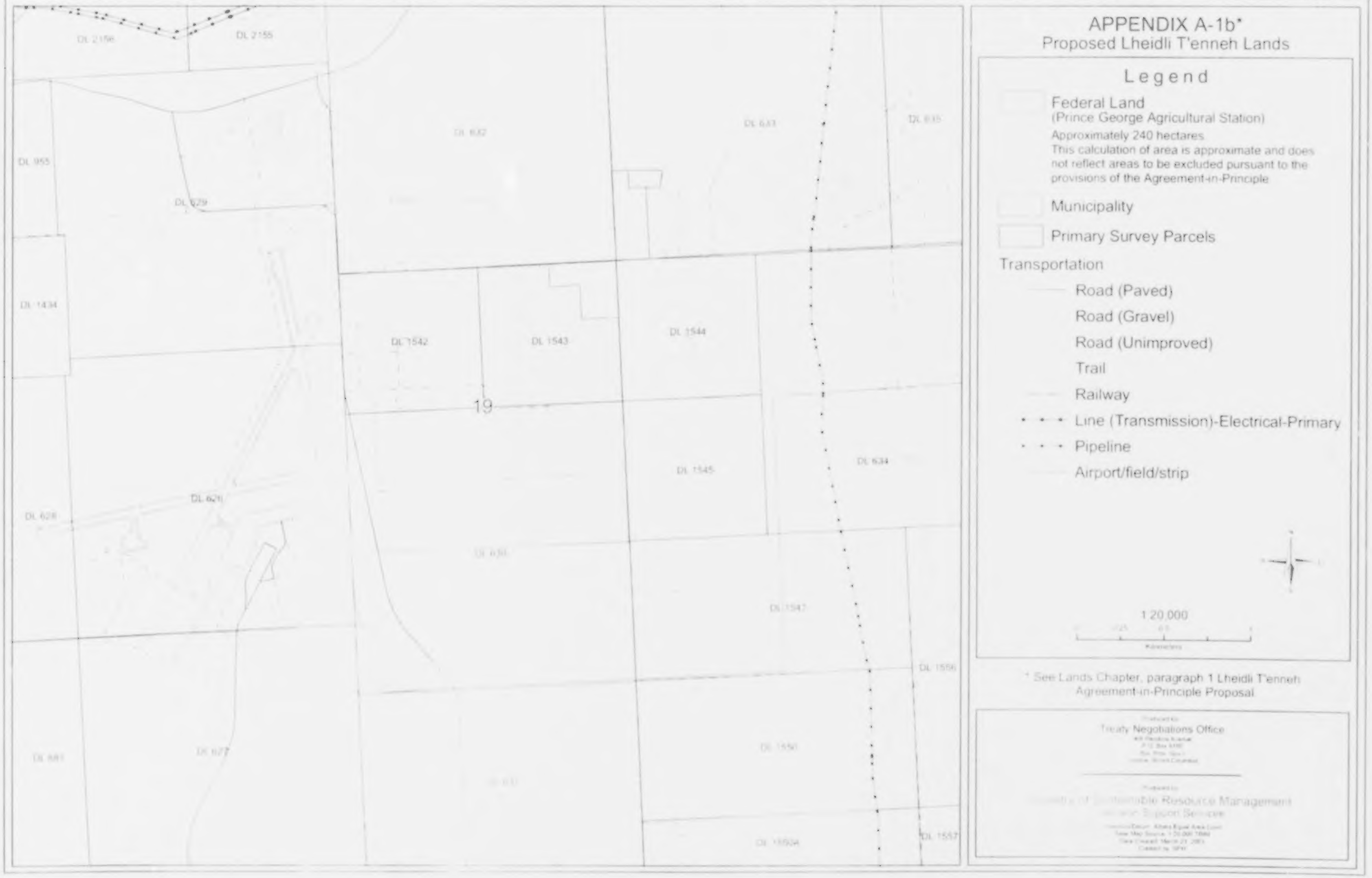
Proposed Lheidli T'enneh Lands


FORT GEORGE
(SHELLEY) 2
CLESBAONEECHECK 3
SALAQUO
(CHILAKO RIVER) 4
PRINCE
GEORGE
Legend
Lheidli T'enneh Indian Reserves 2, 3, and 4
Approximately 666 hectares
This calculation of area is approximate and does not reflect areas to be excluded pursuant to the provisions of the Agreement-in-Principle
Municipality
Transportation
Road (Paved)
Road (Gravel)
Road (Unimproved)
Trail
Railway
Line (Transmission)-Electrical-Primary
Pipeline
Airport/field/strip
1:100,000
Treaty Negotiations Office
Ministry of Sustainable Resource Management

* See Lands Chapter, paragraph 1 Lheidli T'enneh Agreement-in-Principle Proposal

APPENDIX A-1b*

Proposed Lheidli T'enneh Lands



Legend
Federal Land
(Prince George Agricultural Station)
Approximately 240 hectares
This calculation of area is approximate and does not reflect areas to be excluded pursuant to the provisions of the Agreement-in-Principle
Municipality
Primary Survey Parcels
Transportation
Road (Paved)
Road (Gravel)
Road (Unimproved)
Trail
Railway
Line (Transmission)-Electrical-Primary
Pipeline
Airport/field/strip
1:20,000
Kilometers
DL 2156
DL 2155
DL 955
DL 629
DL 632
DL 633
DL 635
DL 1434
DL 1542
DL 1543
DL 1544
DL 1545
DL 634
DL 628
DL 626
DL 630
DL 1547
DL 1556
DL 631
DL 627
DL 1550
DL 1557
DL 15504

* See Lands Chapter, paragraph 1 Lheidli T'enneh Agreement-in-Principle Proposal

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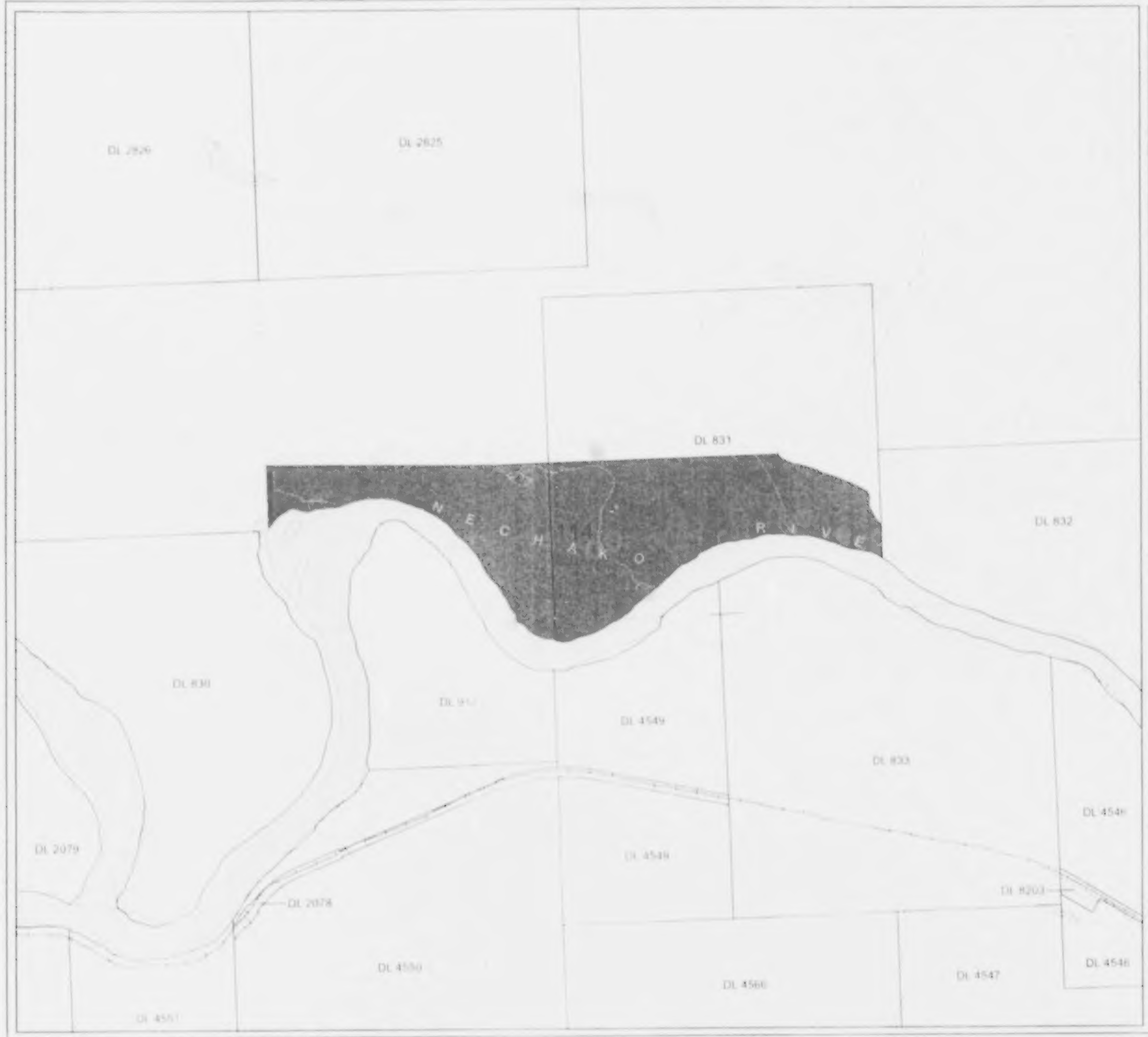
DL 2626
DL 2625
DL 831
DL 832
NECHAKO RIVER
DL 830
DL 912
DL 4549
DL 833
DL 2079
DL 4549
DL 4548
DL 2078
DL 8203
DL 4551
DL 4550
DL 4566
DL 4547
DL 4546

APPENDIX A-1c*

Proposed Lheidli T'enneh Lands

Legend

▇ Provincial Crown Land
Approximately 133 hectares.
This calculation of area is approximate and does not reflect areas to be excluded pursuant to the provisions of the Agreement-in-Principle

Protected Areas

☐ Primary Survey Parcels

Transportation
- Road (Paved)
- Road (Gravel)
- Road (Unimproved)
- Trail
- Railway
- Line (Transmission)-Electrical-Primary
- Pipeline
- Airport/field/strip

1:20,000
0 0.25 0.5 1
Kilometers

* See Lands Chapter, paragraph 1 Lheidli T'enneh Agreement-in-Principle Proposal

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Stn Prov Gov't
Victoria, British Columbia

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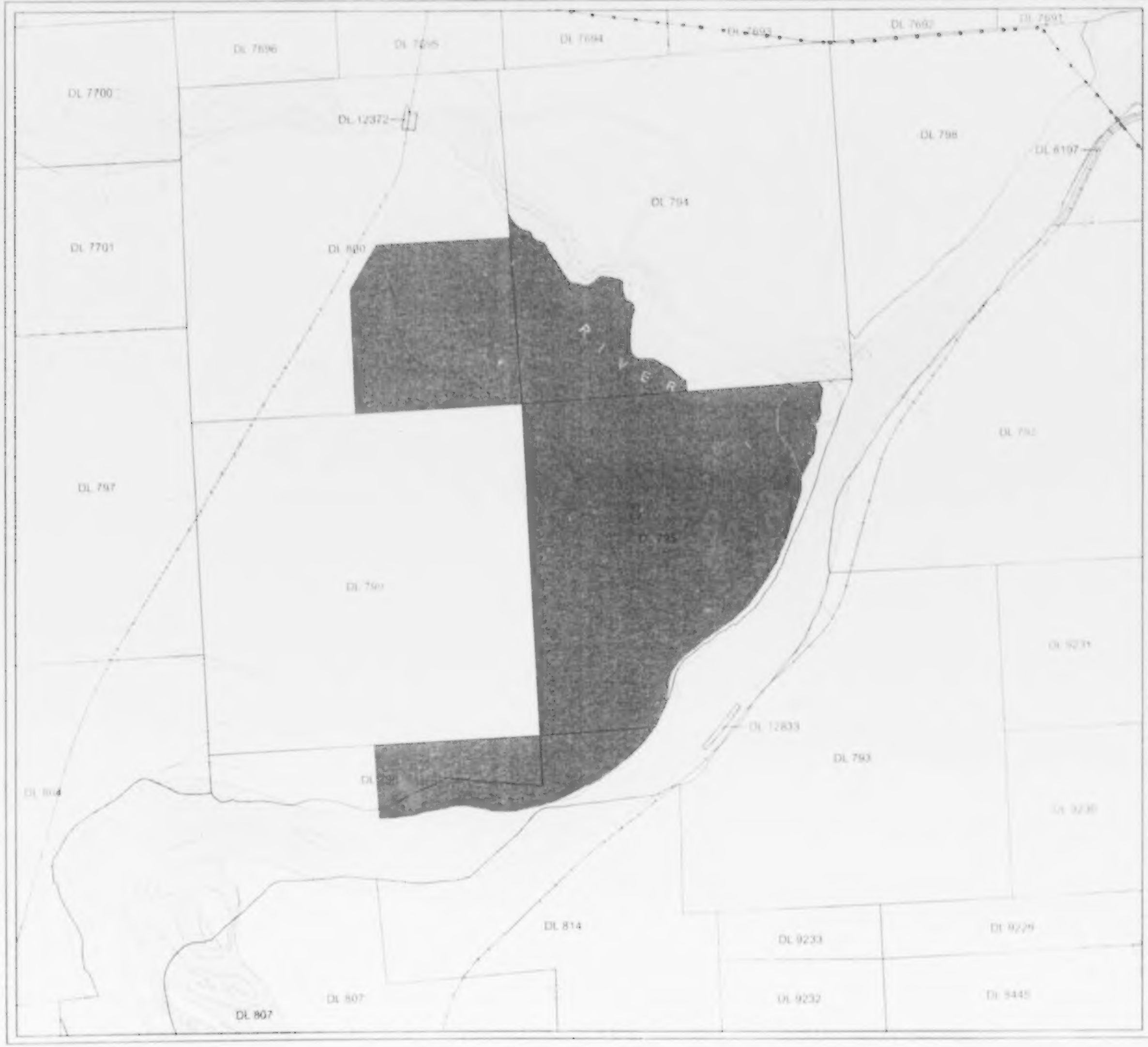
Decision Support Services
Projection/Datum: Albers Equal Area Conic
Base Map Source: 1:20,000 TRIM
Date Created: March 21, 2003
Created by: SPH

APPENDIX A-1d*

Proposed Lheidli T'enneh Lands


DL 7700
DL 7696
DL 7695
DL 7694
DL 7693
DL 7692
DL 7691
DL 12372
DL 798
DL 8197
DL 794
DL 7701
DL 800
RIVER
DL 797
DL 791
DL 795
DL 792
DL 9231
DL 12833
DL 793
DL 9230
DL 814
DL 9233
DL 9229
DL 807
DL 9232
DL 9445
DL 807

Legend

▨ **Provincial Crown Land**
Approximately 322 hectares.
This calculation of area is approximate and does not reflect areas to be excluded pursuant to the provisions of the Agreement-in-Principle.

☐ **Primary Survey Parcels**

Transportation

- Road (Paved)
- Road (Gravel)
- Road (Unimproved)
- Trail
- Railway
- Line (Transmission)-Electrical-Primary
- Pipeline
- Airport/field/strip

1:20 000

* See Lands Chapter, paragraph 1 Lheidli T'enneh Agreement-in-Principle Proposal.

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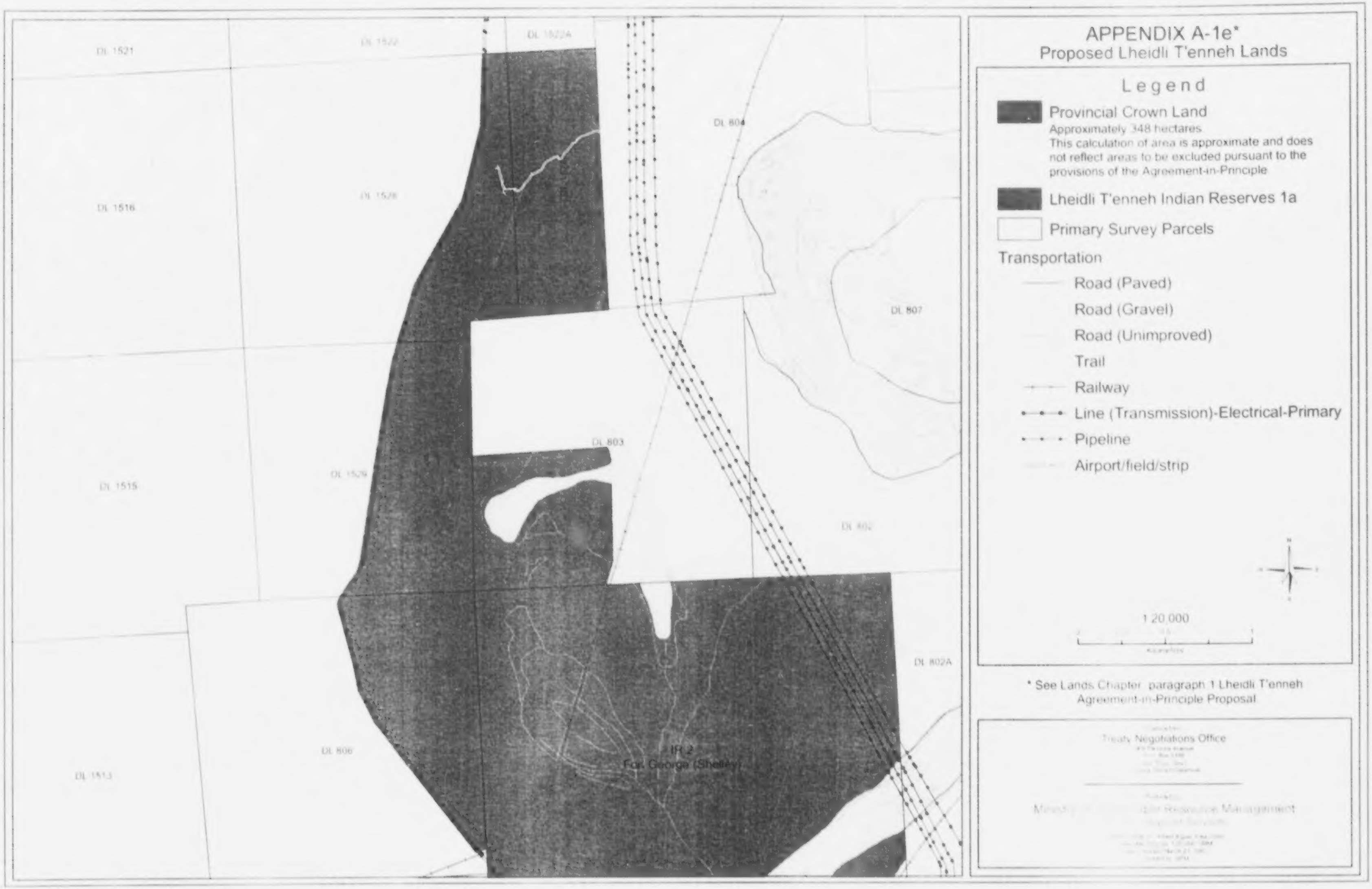
Ministry of Sustainable Resource Management

APPENDIX A-10

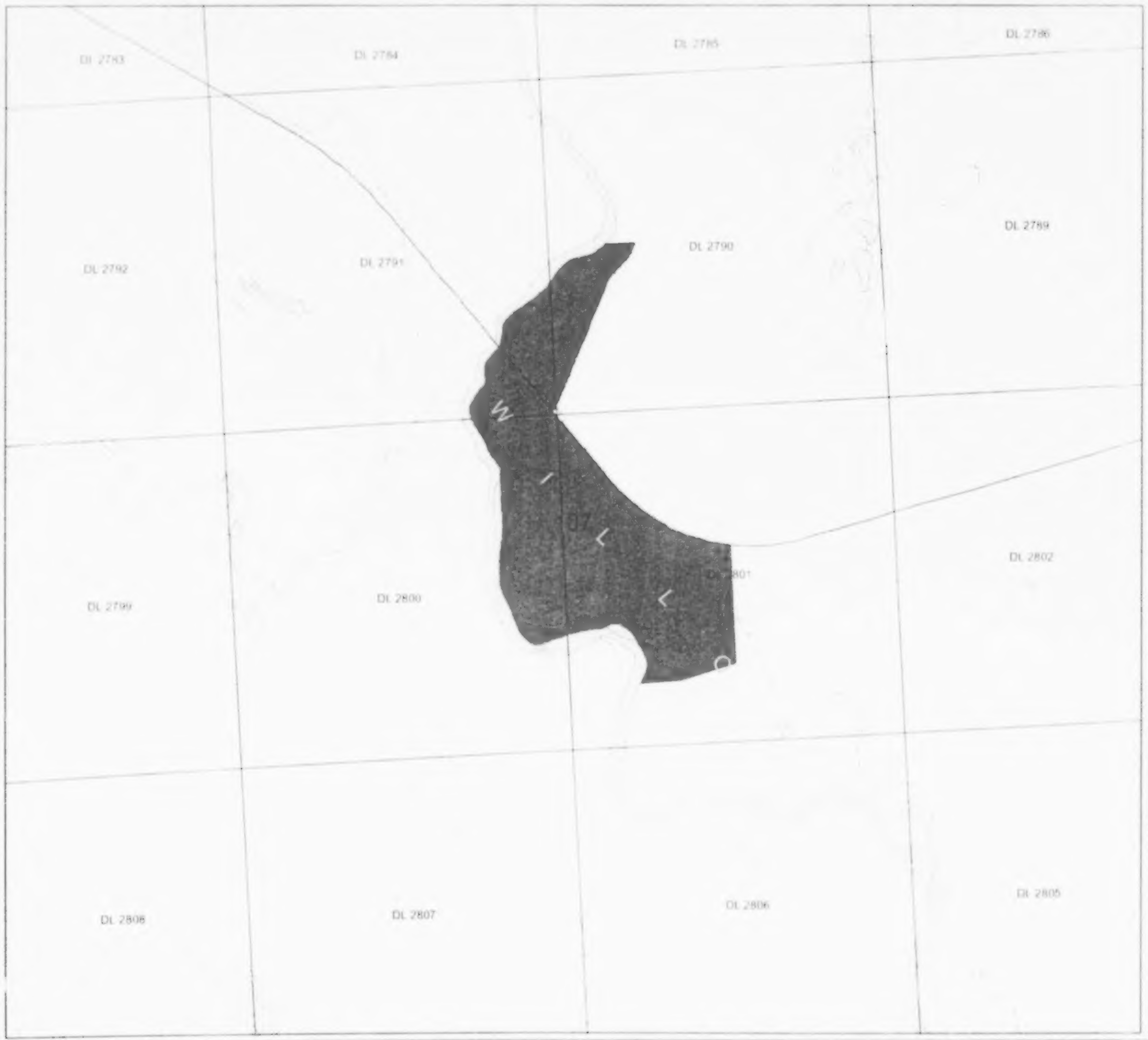
APPENDIX A 1d
Legend
Trail
Railway
Electrical Primary
Pipeline
DL 735

APPENDIX A-1e*

Proposed Lheidli T'enneh Lands


Legend
Provincial Crown Land
Approximately 348 hectares
This calculation of area is approximate and does not reflect areas to be excluded pursuant to the provisions of the Agreement-in-Principle
Lheidli T'enneh Indian Reserves 1a
Primary Survey Parcels
Transportation
Road (Paved)
Road (Gravel)
Road (Unimproved)
Trail
Railway
Line (Transmission)-Electrical-Primary
Pipeline
Airport/field/strip
1:20,000
DL 1521
DL 1522
DL 1522A
DL 1516
DL 1526
DL 804
DL 807
DL 803
DL 1515
DL 1529
DL 802
DL 802A
DL 806
DL 1513
IR 2
Fort George (Shelley)
Treaty Negotiations Office

* See Lands Chapter, paragraph 1 Lheidli T'enneh Agreement-in-Principle Proposal


DL 2783
DL 2784
DL 2785
DL 2786
DL 2792
DL 2791
DL 2790
DL 2789
DL 2799
DL 2800
DL 2801
DL 2802
DL 2808
DL 2807
DL 2806
DL 2805
W I L L O
97

APPENDIX A-1f*

Proposed Lheidli T'enneh Lands

Legend

▇ Provincial Crown Land
Approximately 124 hectares
This calculation of area is approximate and does not reflect areas to be excluded pursuant to the provisions of the Agreement-in-Principle

☐ Primary Survey Parcels

Transportation

- Road (Paved)
- Road (Gravel)
- Road (Unimproved)
- Trail
- Railway
- Line (Transmission)-Electrical-Primary
- Pipeline
- Airport/field/strip

1:20,000
0 0.25 0.5 1
Kilometers

* See Lands Chapter, paragraph 1 Lheidli T'enneh Agreement-in-Principle Proposal.

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APPENDIX A16

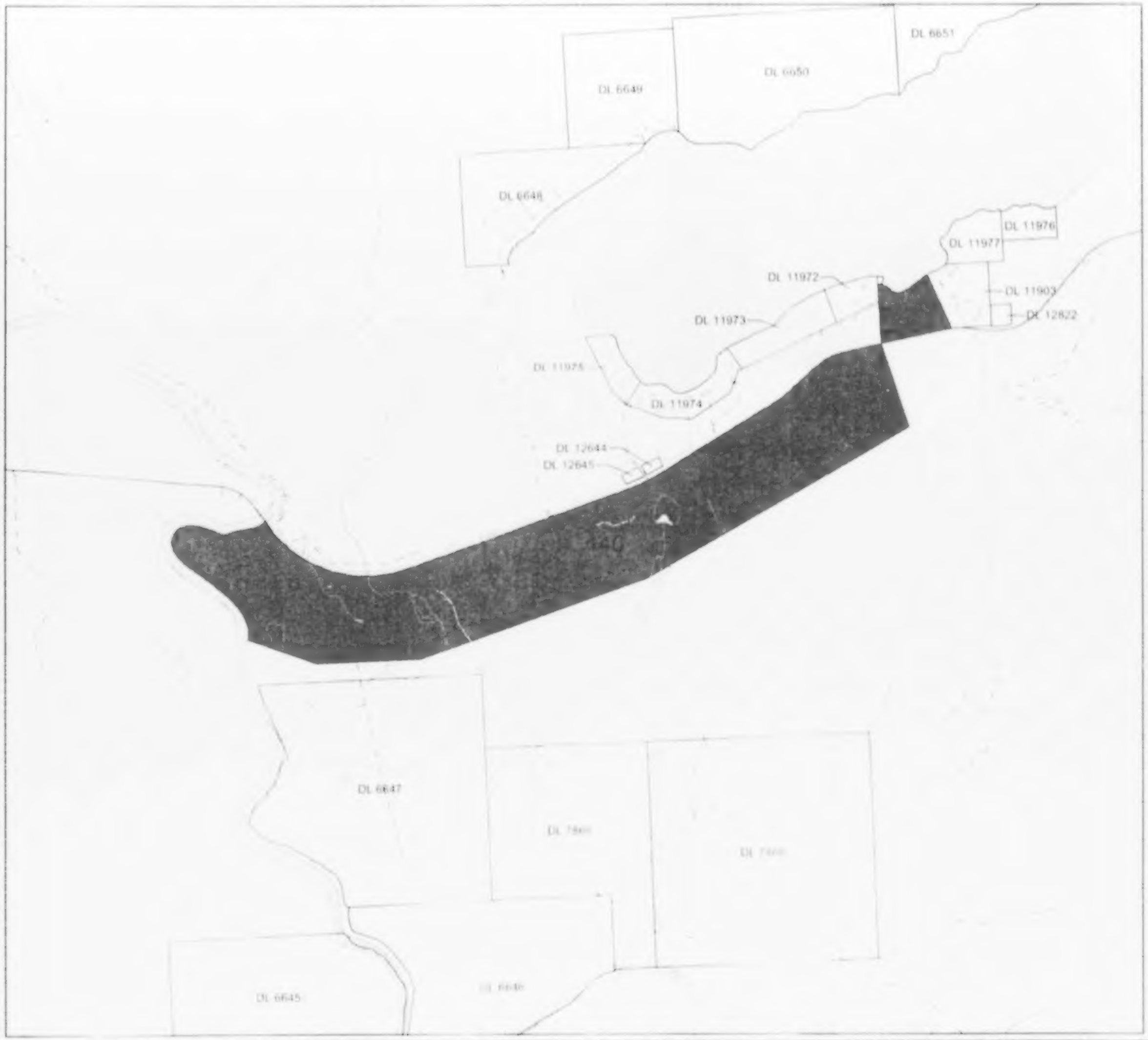
Proposed Lheidli T'enneh Lands

Legend
Transportation
DL 1576A
11
IR 2
Fort George (Shelley)

APPENDIX A-11

Proposed Lheidli T'enneh Lands

Legend
Provincial Crown Land
Primary Survey Parcel
Transportation
Road (Paved)
Road (Gravel)
Road (Unimproved)
Trail
Railway
Line (Transmission)-Electrical-Primary
Pipeline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DL 6649
DL 6648
DL 11976
DL 11977
DL 11972
DL 11903
DL 12822
DL 11973
DL 11975
DL 11974
DL 12644
DL 12645
DL 6647
DL 6646
DL 6645

APPENDIX A-1g*

Proposed Lheidli T'enneh Lands

Legend

▨ Provincial Crown Land

Approximately 376 hectares.
This calculation of area is approximate and does not reflect areas to be excluded pursuant to the provisions of the Agreement-in-Principle

Protected Areas

☐ Primary Survey Parcels

Transportation

- Road (Paved)
- Road (Gravel)
- Road (Unimproved)
- Trail
- Railway
- Line (Transmission)-Electrical-Primary
- Pipeline
- Airport/field/strip

1:30,000

* See Lands Chapter, paragraph 1 Lheidli T'enneh Agreement-in-Principle Proposal

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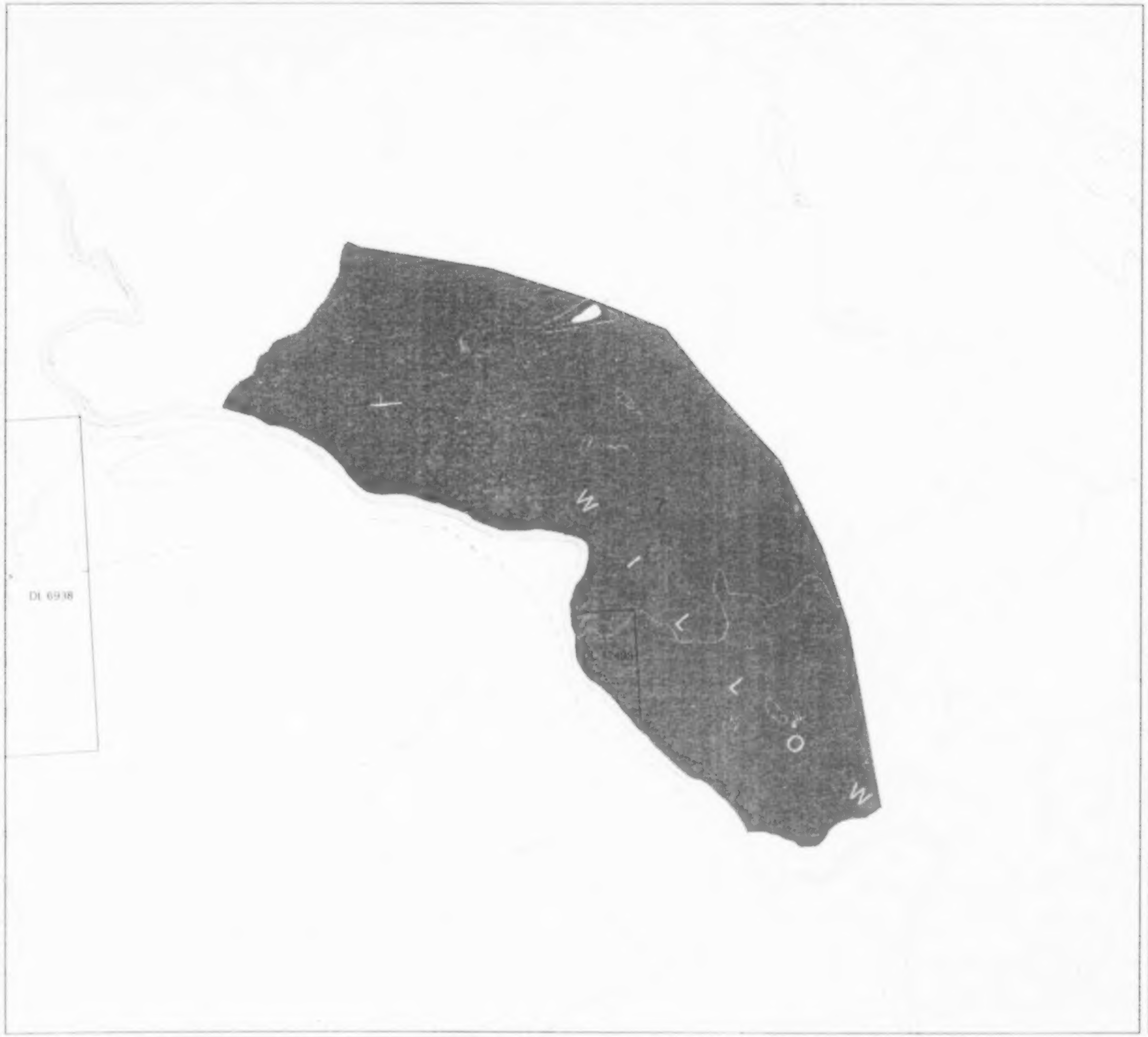

APPENDIX A-1h*
Proposed Lheidli T'enneh Lands

Legend

▆	Provincial Crown Land Approximately 403 hectares. This calculation of area is approximate and does not reflect areas to be excluded pursuant to the provisions of the Agreement-in-Principle
☐	Primary Survey Parcels

Transportation

——	Road (Paved)
	Road (Gravel)
	Road (Unimproved)
	Trail
-+-+-	Railway
•-•-•	Line (Transmission)-Electrical-Primary
• • •	Pipeline
	Airport/field/strip

1:20,000

* See Lands Chapter, paragraph 1 Lheidli T'enneh Agreement-in-Principle Proposal

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APPENDIX A-1q

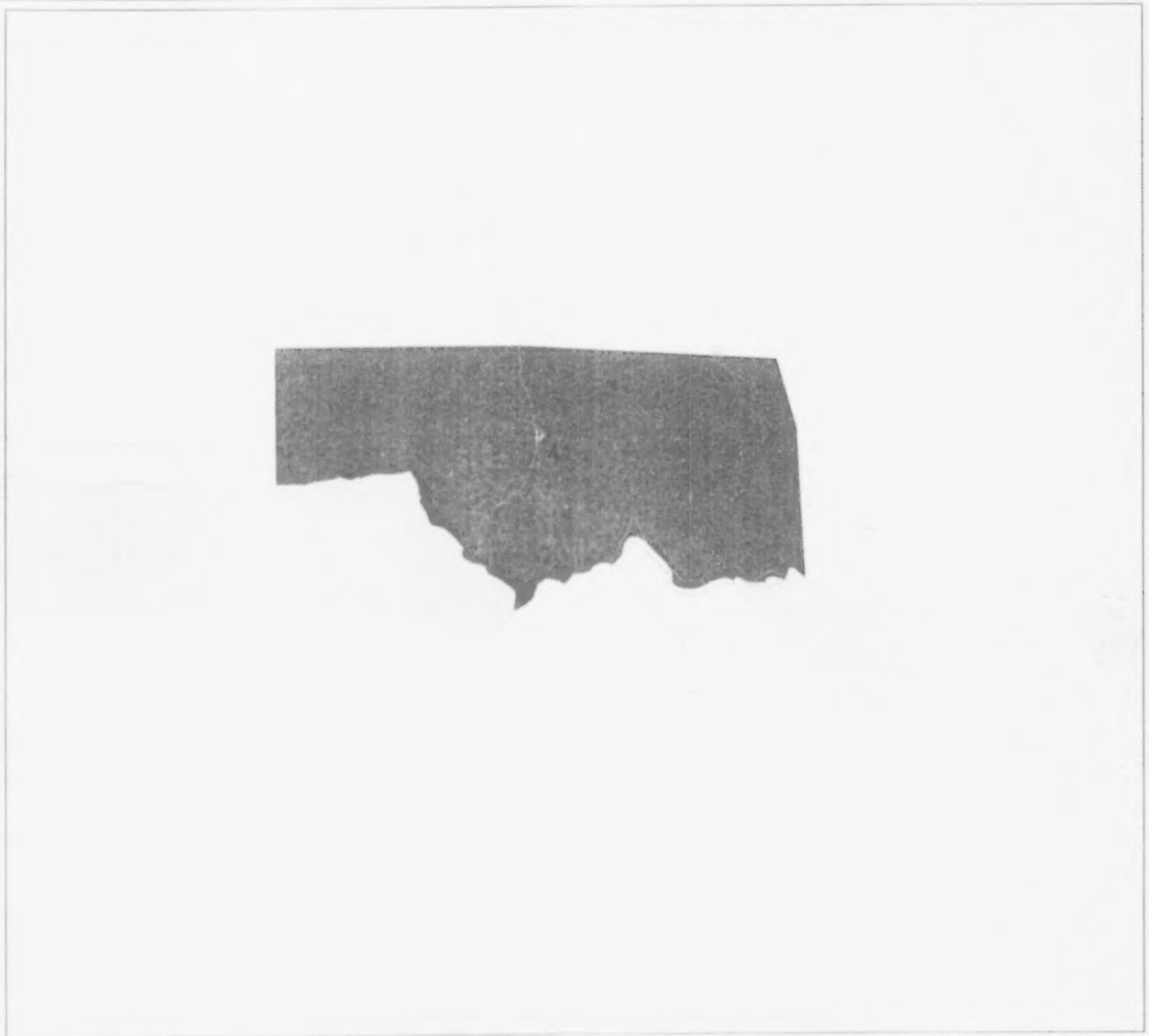
Proposed Lheidli T'enneh Lands

Legend
Provincial Crown Land
Protected Areas
Primary Survey Parcels
Transportation
Road (Paved)
Road (Gravel)
Road (Unimproved)
Trail
Railway
[illegible]
[illegible]
[illegible]

APPENDIX A-15*

[illegible]

LEGEND
[illegible]
Road (Paved)
Road (Dirt)
Trail
Line (Transmission or Electrical Primary)
Fence
Small Structure



APPENDIX A-1i*

Proposed Lheidli T'enneh Lands

Legend

▨ Provincial Crown Land
Approximately 235 hectares
This calculation of area is approximate and does not reflect areas to be excluded pursuant to the provisions of the Agreement-in-Principle

Transportation

- Road (Paved)
- Road (Gravel)
- Road (Unimproved)
- Trail
- Railway
- Line (Transmission)-Electrical-Primary
- Pipeline
- Airport/field/strip

1:20,000

* See Lands Chapter, paragraph 1 Lheidli T'enneh Agreement-in-Principle Proposal

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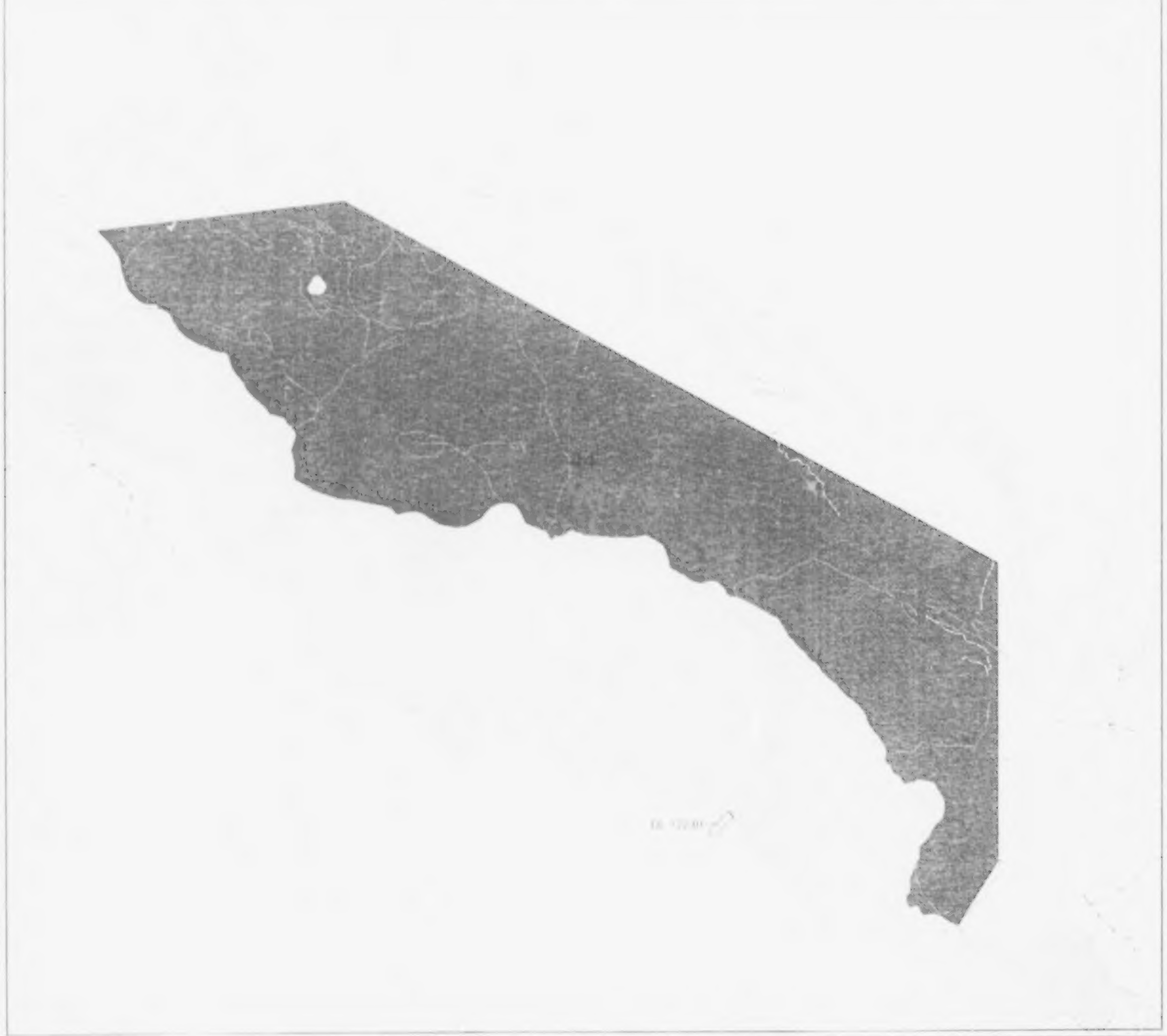
APPENDIX A-1j*

Proposed Lheidli T'enneh Lands



Legend
▨ Provincial Crown Land
Approximately 973 hectares
This calculation of area is approximate and does not reflect areas to be excluded pursuant to the provisions of the Agreement-in-Principle
☐ Primary Survey Parcels
Transportation
Road (Paved)
Road (Gravel)
Road (Unimproved)
Trail
Railway
Line (Transmission)-Electrical-Primary
Pipeline
Airport/field/strip
1:30,000
Kilometres

* See Lands Chapter, paragraph 1 Lheidli T'enneh Agreement-in-Principle Proposal

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APPENDIX A-1[illegible]

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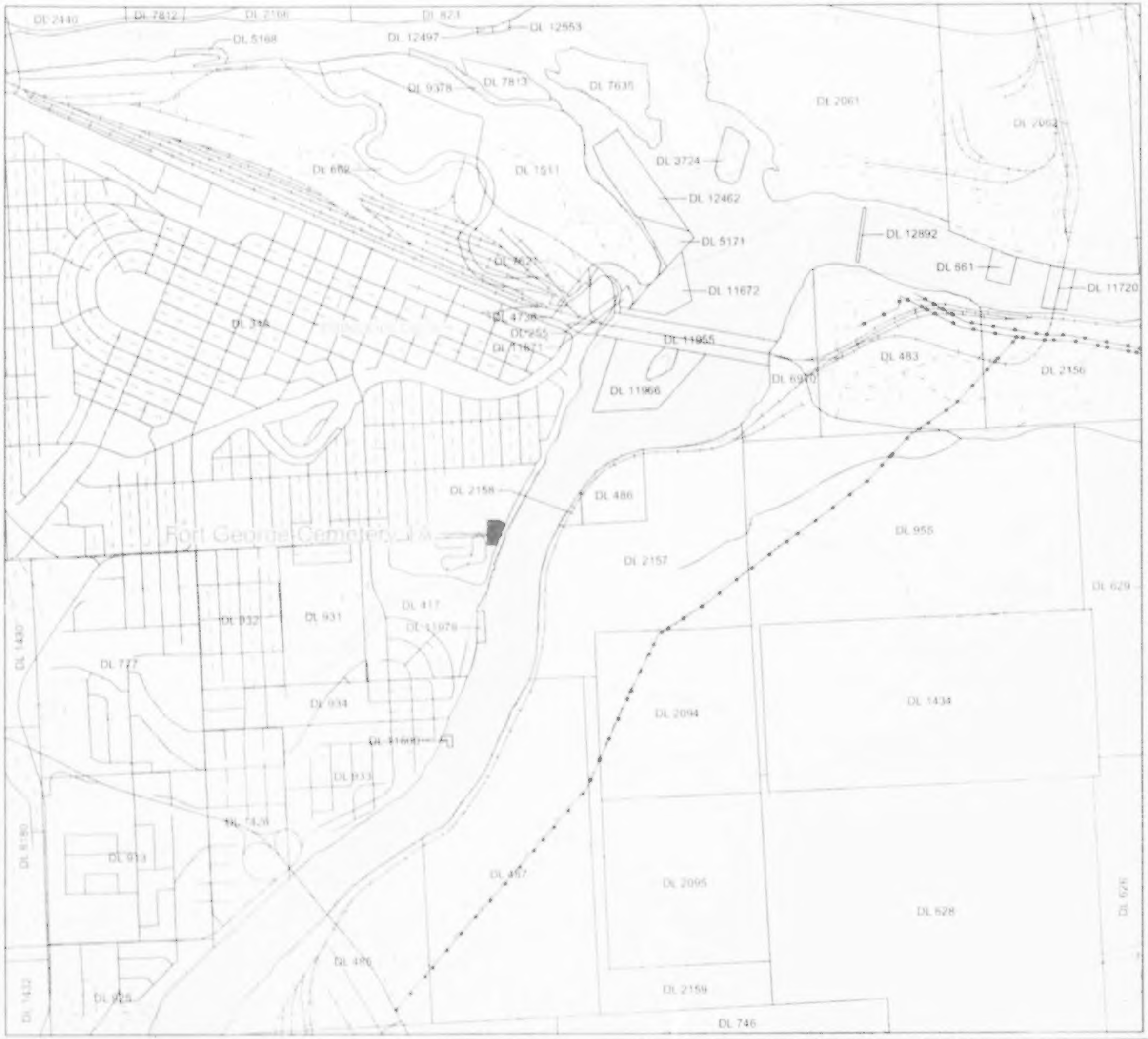
[illegible]

APPENDIX A-1

[illegible]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DL 7812
DL 2166
DL 823
DL 12553
DL 5168
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DL 1511
DL 3724
DL 12462
DL 12892
DL 5171
DL 661
DL 11720
DL 11672
DL 4627
DL 4738
DL 255
DL 11671
DL 31A
DL 11965
DL 483
DL 6910
DL 2156
DL 11966
DL 2158
DL 486
Fort George Cemetery 1A
DL 955
DL 2157
DL 629
DL 417
DL 11978
DL 932
DL 931
DL 1430
DL 777
DL 934
DL 2094
DL 1434
DL 11680
DL 933
DL 1438
DL 6180
DL 913
DL 457
DL 2095
DL 628
DL 626
DL 496
DL 1432
DL 925
DL 2159
DL 746

APPENDIX A-2a*

Proposed Lheidli T'enneh Private Fee Simple Lands

Legend

▆ Lheidli T'enneh Indian Reserve 1a

Approximately 1 hectare
This calculation of area is approximate and does not reflect areas to be excluded pursuant to the provisions of the Agreement-in-Principle

☐ Municipality

☐ Primary Survey Parcels

Transportation

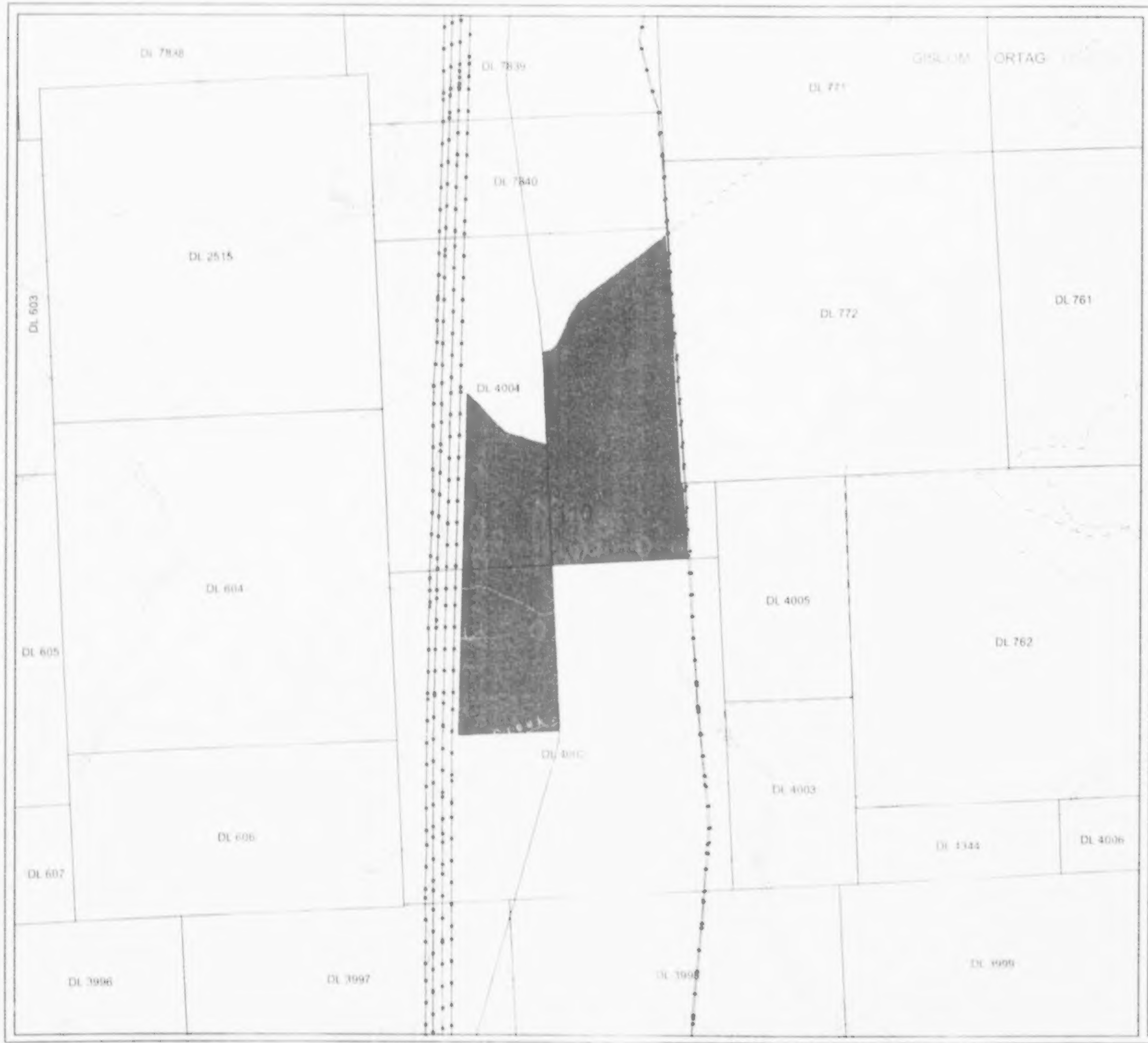
- Road (Paved)
- Road (Gravel)
- Road (Unimproved)
- Trail
- Railway
- Line (Transmission)-Electrical-Primary
- Pipeline
- Airport/field/strip

1:20,000

* See Lands Chapter, paragraph 1 Lheidli T'enneh Agreement-in-Principle Proposal

Treaty Negotiations Office

Ministry of Sustainable Resource Management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DL 7839
GISCOME PORTAGE
DL 771
DL 7840
DL 2515
DL 603
DL 4004
DL 772
DL 761
DL 604
DL 605
DL 4005
DL 762
DL 4003
DL 606
DL 607
DL 1344
DL 4006
DL 3996
DL 3997
DL 3998
DL 3999

APPENDIX A-2b*
Proposed Lheidli T'enneh Private Fee Simple Lands

Legend

▨ Provincial Crown Land

Approximately 152 hectares.
This calculation of area is approximate and does not reflect areas to be excluded pursuant to the provisions of the Agreement-in-Principle.

Protected Areas

☐ Primary Survey Parcels

Transportation

- Road (Paved)
- Road (Gravel)
- Road (Unimproved)
- Trail
- Railway
- Line (Transmission)-Electrical-Primary
- Pipeline
- Airport/field/strip

1:20,000

0.25 0.5 1

Kilometers

* See Lands Chapter, paragraph 1 Lheidli T'enneh Agreement-in-Principle Proposal

Produced for

Treaty Negotiations Office

[illegible]

P.O. Box [illegible]

[illegible]

Victoria, British Columbia

Produced by

Ministry of Sustainable Resource Management

[illegible] Support Services

Projection/Datum: Albers Equal Area Conic

Base Map Source: 1:20,000 TRIM

Date Created: March 21, 2003

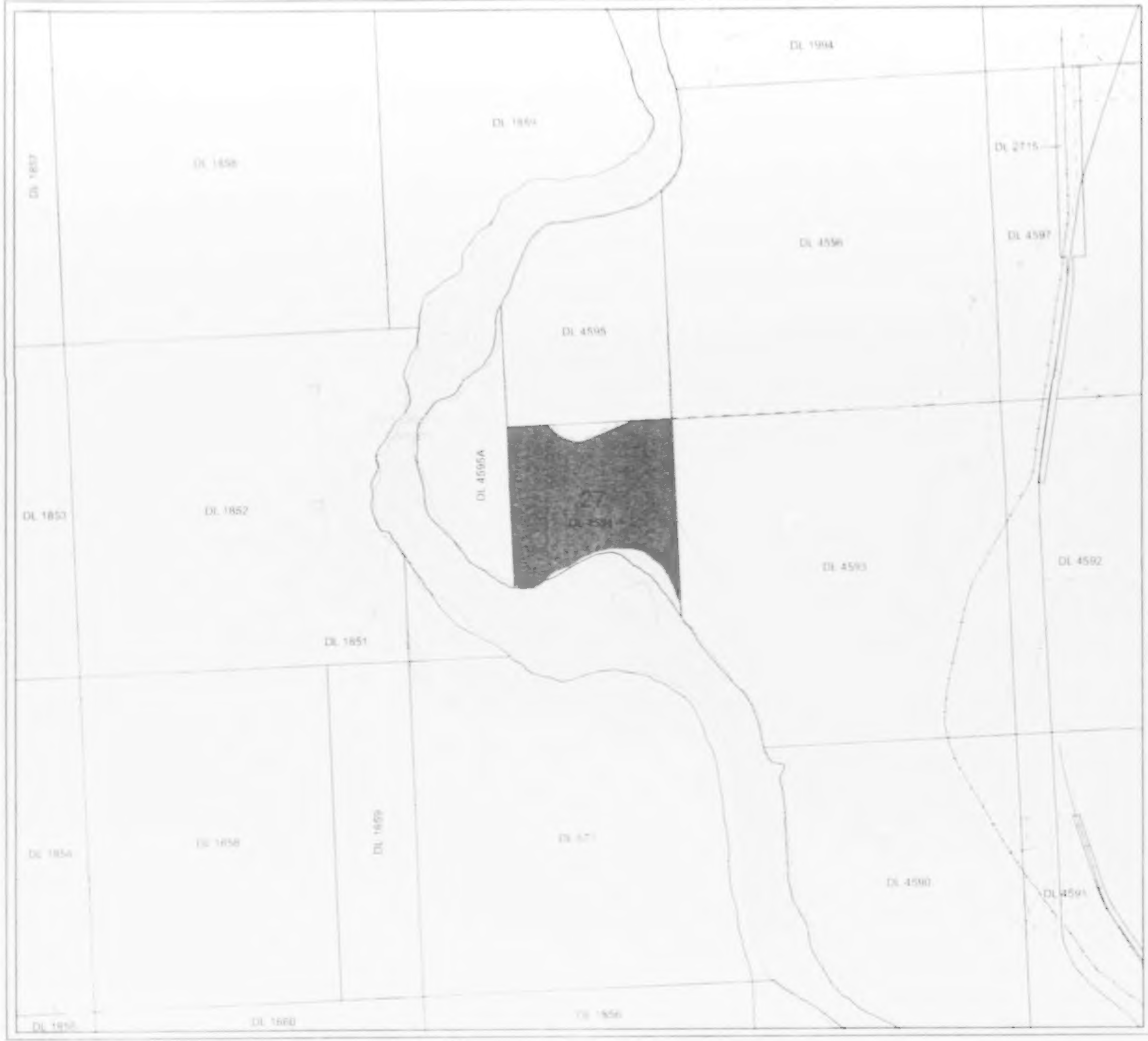
Created by: [illegible]

APPENDIX A-2b*

Fee Simple Lands
Legend
Crown Land
Existing Survey Parcels
Road (Paved)
Road (Gravel)
Road (Unimproved)
Transmission Electrical Power

APPENDIX A-2c

Legend
Road (Paved)
Road (Gravel)
Road (Unimproved)
Trail
Railway


DL 1994
DL 1859
DL 1858
DL 1857
DL 2715
DL 4596
DL 4597
DL 4595
DL 4595A
27
DL 4594
DL 1853
DL 1852
DL 4593
DL 4592
DL 1851
DL 1854
DL 1858
DL 1659
DL 671
DL 4590
DL 4591
DL 1855
DL 1660
TL 1856

APPENDIX A-2c*
Proposed Lheidli T'enneh Private Fee Simple Lands

Legend

▨ Provincial Crown Land

Approximately 54 hectares.
This calculation of area is approximate and does not reflect areas to be excluded pursuant to the provisions of the Agreement-in-Principle.

Protected Areas

☐ Primary Survey Parcels

Transportation

— Road (Paved)

Road (Gravel)

Road (Unimproved)

Trail

Railway

• • • Line (Transmission)-Electrical-Primary

• • • Pipeline

Airport/field/strip

1:20,000

* See Lands Chapter, paragraph 1 Lheidli T'enneh Agreement-in-Principle Proposal

Treaty Negotiations Office

[illegible] of Sustainable Resource Management
Decision Support Services

Appendix B

Lands for which British Columbia will apply to the Agricultural Land Commission for removal from the Agricultural Land Reserve

Provincial Crown land identified in:

Appendix A-1d
Appendix A-1e

APPENDIX C
Interests on Proposed Land Package

Crown Tenures

Current Reference	Interest	Land parcel
File: 7407992 Document # 704181. Temporary permit for transportation roadway purposes. Location: Summit Lake	Temporary permit	Appendix A-2b

Utilities

Current Reference	Interest	Land parcel
File 1006-1402.0(3)-38 District Lot 803 Cariboo District GM Shrum- Williston 500kV on private land.	BC Hydro and Power Authority Transmission Line -	Appendix A-1e
District- File BCH8430 District Lot 803 Cariboo Prince George –Portage Mountain 500 kV on private land	BC Hydro and Power Authority Transmission line -	Appendix A-1e
File BCH 8421 District Lot 4002 Cariboo District. – Portage Mountain Transmission Line on private land Statutory Right of Way No. C14947	BC Hydro and Power Authority Prince George. Transmission Line	Appendix A-2b
File BCH 7746 Prince George- Portage Mountain Transmission Line on private land. Statutory Right of Way No. 34541K	BC Hydro and Power Authority Transmission Line	Appendix A-2b

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APPENDIX C
Interests on Proposed Land Package

File 805-1602.0(X639) Lot A, DL 1543, Cariboo District, Plan 16621. Grant by City of Prince George Statutory Right of Way No. PP23907	BC Hydro and Power Authority Underground line, Distribution Line, Right of Way	Appendix A-1b
File BCH 7537 Lot 3, District Lot 630 Cariboo District, Plan 12254. Private Grant Statutory Right of Way No. 35238K	BC Hydro and Power Authority, Statutory Right of Way	Appendix A-1b
File BCH 8157 GM Shrum – Williston 500kV Transmission Line. Permit No. X24211, specific to CLSR Plan 52693 over a 53.0 acre portion Circuit No's 5L11 and 5L12	BC Hydro and Power Authority Transmission Line	Appendix A-1a, IR 2
File 1006-1402.0(3)-36 and BCH 8157. Prince George – Portage mountain 500kV Transmission Line Permit No. x24211 Circuit No. 5L7	BC Hydro and Power Authority Transmission Line	Appendix A-1a, IR 2
File: 818-1402.0-(6) -29 and BCH8157 Williston – Salmon Valley 200 kV Transmission Line. Permit No. X24211 Circuit 2L97	BC Hydro and Power Authority Transmission Line.	Appendix A-1a, IR 2

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APPENDIX C
Interests on Proposed Land Package

File: 805- 1602.0(x408) Permit in Process, Band Council Resolution dated September 2, 1987 authorizes issuance of a permit for works as shown on BC Hydro Drawing no PG 1987-441859 on Fort George No. 2(now Shelley No.2)	BC Hydro and Power Authority Overhead Electrical Distribution Line	Appendix A-1a, IR 2

Rights of Way within the City of Prince George

Current Reference	Interest	Land parcel
Right of Way D6911	Owner of Charge - Telus	Appendix A-1b
Right of Way 24305K	Owner of Charge - School District 57	Appendix A-1b
To be determined.	Prince George Airport lighting easement	Appendix A-1b

Other Roads

Current Reference	Interest	Land Parcel
R01176	Road Permit (Forestry)	Appendix A-1a, IR 3
R07813 Sec A	Road Permit (Forestry)	Appendix A-1i
R02918 Sec A	Road Permit (Forestry)	Appendix A-1j
R02918 Sec E	Road Permit (Forestry)	Appendix A-1j
R04611 Sec E	Road Permit (Forestry)	Appendix A-1j
Prince George to Wells Snowmobile Trail.	Maintenance contract issued under Section 102 of the *Forest Act* for a period of 10 years.	Appendix A-1j

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APPENDIX C
Interests on Proposed Land Package

Registered Traplines

Current Reference	Interest	Land Parcel
Registration # TR715T011	Trapline	Appendix A-1d Appendix A-1e
Registration # TR0707T003	Trapline	Appendix A-1f
Registration # TR0715T009	Trapline	Appendix A-1e
Registration # TR0724T013	Trapline	Appendix A-2b
Registration # TR0713T001	Trapline	Appendix A-1c
Registration # TR0707T004	Trapline	Appendix A-1g
Registration # TR0707T002	Trapline	Appendix A-1g
Registration # TR0710T007	Trapline	Appendix A-1b
Registration # TR0710T004	Trapline	Appendix A-2c
Registration # TR0706T005	Trapline	Appendix A-1i
Registration # TR0709T003	Trapline	Appendix A-2c
Registration # TR0706T006	Trapline	Appendix A-1j
Registration # TR0706T007	Trapline	Appendix A-1j
Registration # TR0707T001	Trapline	Appendix A-1h
Registration # TR0715T011	Trapline	Appendix A-1d

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APPENDIX C
Interests on Proposed Land Package

Guide Outfiitters Licenses

Current Reference	Interest	Land Parcel
Certificate # 700357	Guide Outfitter Licence	Appendix A-1f Appendix A-1g Appendix A-1h Appendix A-2c
Certificate # 700617	Guide Outfitter Licence	Appendix A-1d Appendix A-1f Appendix A-1g
Certificate # 700356	Guide Outfitter Licence	Appendix A-2b
Certificate # 700629	Guide Outfitter Licence	Appendix A-2c
Certificate # 701101	Guide Outfitter Licence	Appendix A-1h Appendix A-1i Appendix A-1j

Other Interests

Current Reference	Interest	Land Parcel
Prince George to Wells Snowmobile Trail.	Maintenance contract issued under Section 102 of the *Forest Act* for a period of 10 years.	Appendix A-1j
To be determined	Right of pulic access to DL 4595A	Appendix A-2c

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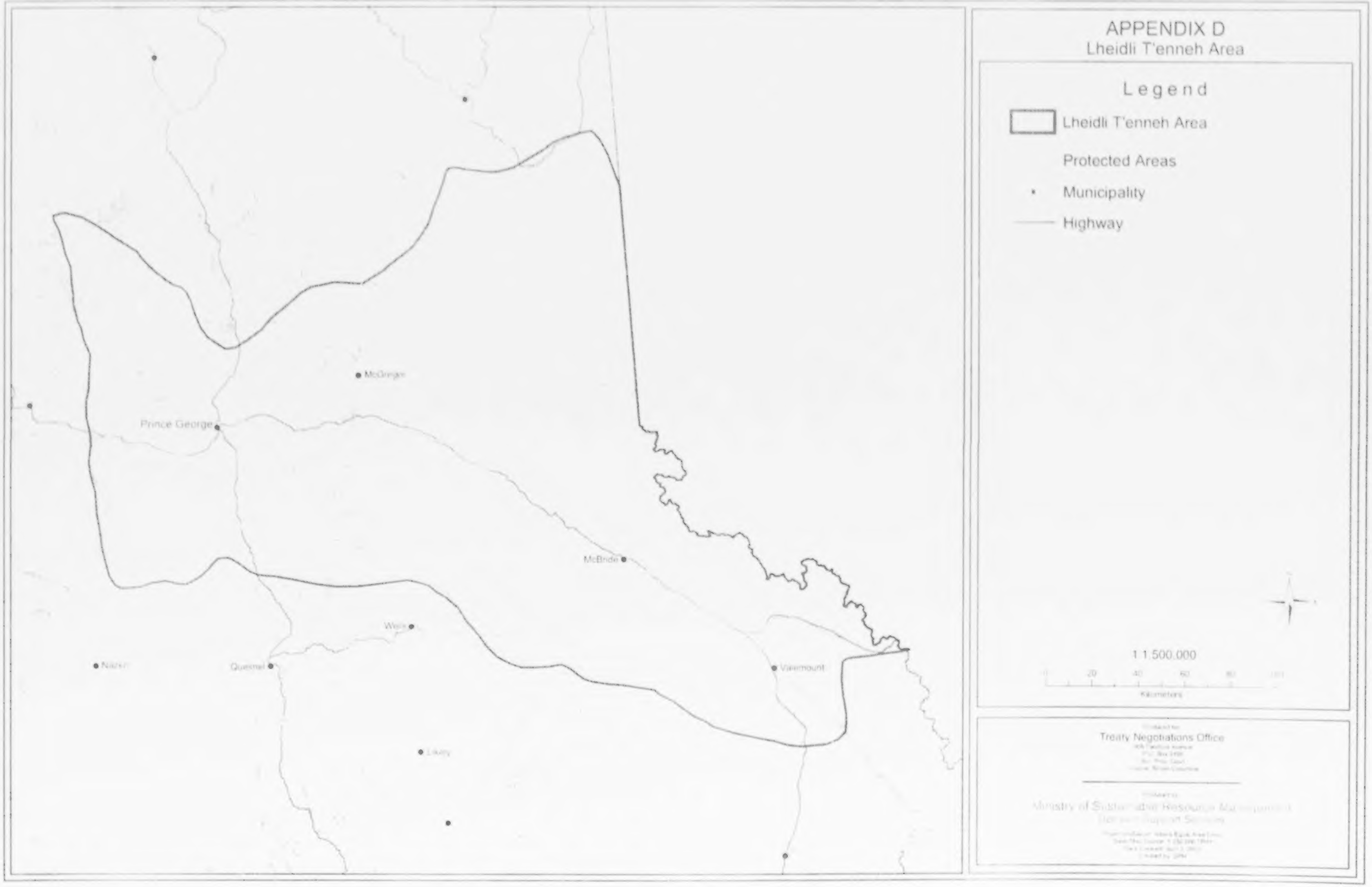
APPENDIX D
Lheidli T'enneh Area


Legend
Lheidli T'enneh Area
Protected Areas
Municipality
Highway
Prince George
McGregor
McBride
Valemount
Quesnel
Wells
Likely
Nazko
1:1,500,000
0
20
40
60
80
100
Kilometers
Treaty Negotiations Office
Ministry of Sustainable Resource Management
Decision Support Services

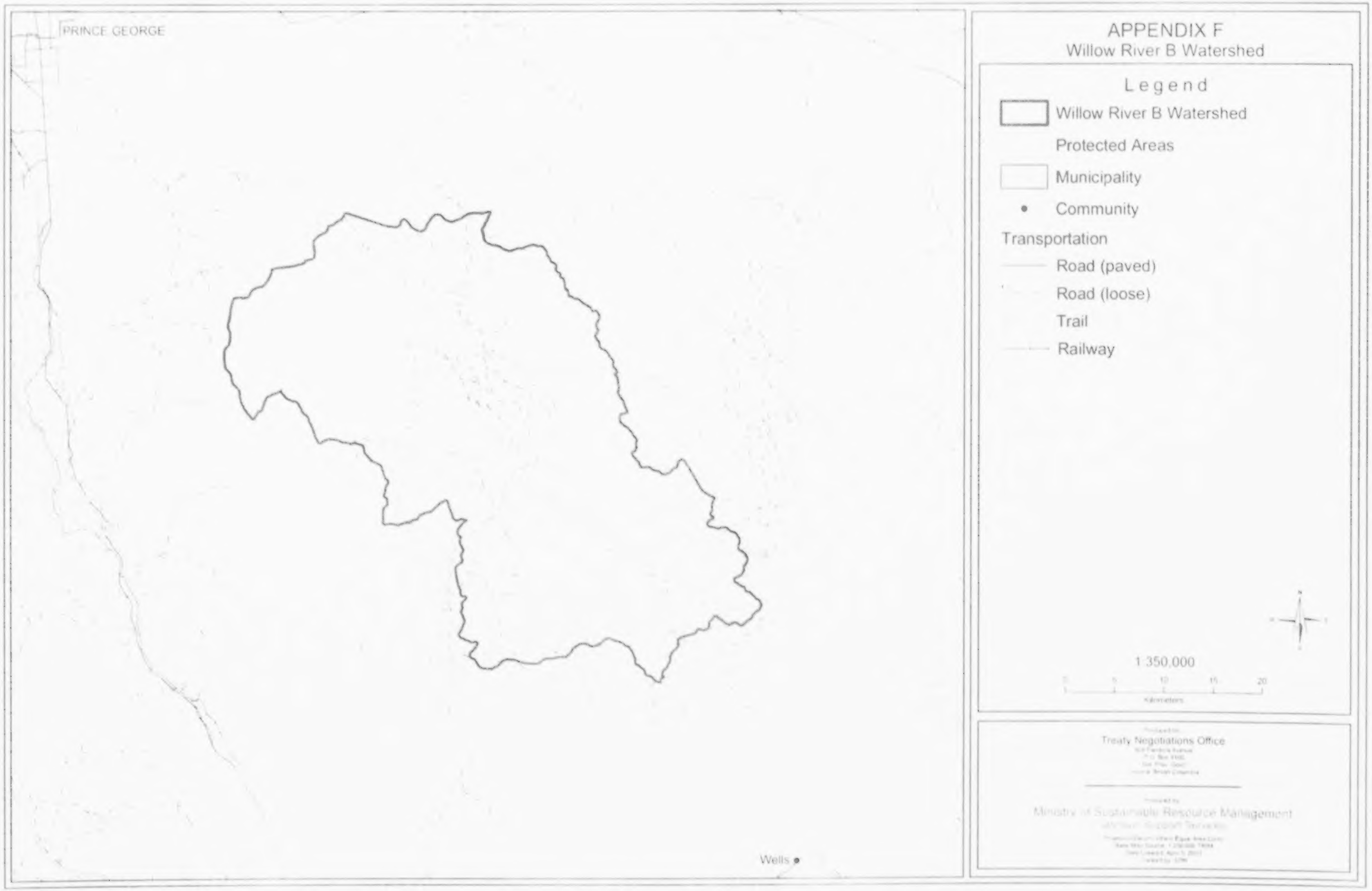
APPENDIX E
Provincial Crown Land for which British Columbia will provide site profiles.

Parcels identified in:

- Appendix A-1c
- Appendix A-1d
- Appendix A-1e
- Appendix A-1f
- Appendix A-1g
- Appendix A-1h
- Appendix A-1i
- Appendix A-1j
- Appendix A-2b
- Appendix A-2c

APPENDIX F

Willow River B Watershed


PRINCE GEORGE
Wells
Legend
Willow River B Watershed
Protected Areas
Municipality
● Community
Transportation
Road (paved)
Road (loose)
Trail
Railway
1:350,000
0
5
10
15
20
Kilometers
Produced for:
Treaty Negotiations Office
Produced by
Ministry of Sustainable Resource Management

APPENDIX G*

Properties with identified access issues surrounded by or adjacent to proposed Lheidli T'enneh Lands.

Legal Description	Adjacent to Land Parcel in
District Lot 799 Cariboo District, Except Plan CG 2010	Appendix A-1d
East ½ of District Lot 794 Cariboo District	Appendix A-1d
Northwest ¼ of District Lot 803, Cariboo District	Appendix A-1e
Block A of DL 802, Cariboo District	Appendix A-1a, IR 2

* The contents of this appendix are preliminary and may be revised. The final contents will be determined prior to Final Agreement.

APPENDIX H*
Public Utility Rights of Way and Railroads to be excluded from proposed Lheidli T'enneh Lands.

Current Reference	Interest	Land Parcel
File 0234950. Doc # 456 Statutory Right of Way for Gas and Oil Pipeline Purposes Through District Lots 806, 1529 and 1528 Cariboo District	Right of Way	Appendix A-1e
File 0208758 Document #180. Statutory Right of Way for Gas and Oil Pipeline Purposes	Right of Way	Appendix A-1e Appendix A-2b
File BCH 8430 File 0254383 Document # 1099 District Lot 4004 Cariboo District. Prince George – Portage Mountain transmission line, statutory Right of Way No C16063	BC Hydro and Power Authority Transmission Line-Right of Way	Appendix A-2b

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APPENDIX I

Cultural and historic sites that will be designated under the *Heritage Conservation Act*

Contents to be determined prior to Final Agreement.

APPENDIX J
Geographic features to be renamed with Carrier names.

Contents to be determined prior to Final Agreement.

APPENDIX K
Dispute resolution procedures.

Contents to be determined prior to Final Agreement.

LHEIT-LIT'EN TREATY
FRAMEWORK AGREEMENT

This Agreement is dated August 26, 1996

BETWEEN:

The Lheit-Lit'en Nation ("the Lheit-Lit'en")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF CANADA as represented by the Minister of Indian Affairs and Northern Development ("Canada")

AND:

HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA as represented by the Minister of Aboriginal Affairs ("British Columbia")

(collectively the "Parties")

WHEREAS

A The *Consitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada, and treaty rights include rights that now exist by way of land claims agreements or that may be so acquired.

B. The Lheit-Lit'en, as original people within the Territory, have never signed a treaty with Canada or British Columbia, and the Parties agree to negotiate a treaty with the intent of defining rights to land and resources, governance, and other matters listed as substantive issues for negotiations in this Agreement.

C. The parties are committed to conducting negotiations in accordance with a government-to-government relationship and within the framework of the Constitution of Canada. For greater certainty:

Canada is committed to negotiating self-government under its inherent right policy entitled *Aboriginal Self-Government: The Government of Canada's Approach to Implementation of the Inherent Right and the Negotiation of Aboriginal Self-Government;*

The Lheit-Lit'en will approach treaty negotiations from the perspective that the inherent right to self-government is an existing aboriginal right within section 35 of the *Constitution Act, 1982;* and

The perspective of each Party on self-government will not limit or restrict the positions that the other Parties may take on self-government.

D. The Parties are committed to negotiating under the BCTC Process, and have met BCTC requirements to commence treaty negotiations.

E. The Parties acknowledge the importance of providing for public information, public access to the treaty table and consultation with their respective advisory committees, and have therefore signed the Protocol Regarding the Openness of the Lheit-Lit'en Treaty Process.

F. By negotiating a treaty, the Parties seek to establish a new and ongoing relationship on the basis of mutual respect, accommodation and understanding.

1. Definitions

1.1 "Agreement-in-Principle" means the agreement approved as evidenced by signature of the Parties at the end of Stage 4 of the BCTC Process, and is comprised of various Sub-Agreements and other provisions as agreed.

1.2. "BCTC Agreement" means the British Columbia Treaty Commission Agreement dated September 21, 1992 and signed by Canada, British Columbia and the First Nations Summit.

1.3. "BCTC Process" means the six stage negotiation process described in the Report of the British Columbia Claims Task Force dated June 28, 1991, and referred to in the BCTC Agreement.

1.4. "Chief Negotiator" means the negotiator, or his or her designate, appointed by each of each Parties for the treaty negotiations contemplated by the BCTC Process.

1.5. "Final Agreement" means the agreement signed and ratified by the Parties at the end of Stage 5 of the BCTC Process.

1.6. "Main Table" means the table at which negotiations are conducted and at which each Party is represented by its Chief Negotiator.

1.7. "Overlap" means a geographic area within the Territory which is claimed by a First Nation other than the Lheit-Lit'en.

1.8. "Sub-Agreement" means an agreement initialed by the Chief Negotiators on a substantive issue listed in Section 5. 1 of this agreement.

1.9. "Territory" means that geographic area identified by the Lheit-Lit'en as its traditional territory on the map attached to the Lheit-Lit'en Statement of Intent filed with the BCTC.

2. Purpose

2.1. The purpose of this Agreement is to guide the conduct of treaty negotiations among the Parties under the BCTC Process and to set forth the substantive issues, process and timing required to complete the Agreement-in-Principle stage.

3. Schedule and Timing

3.1. The Parties will agree on a timeframe- for concluding Agreement-in Principle negotiations at the commencement of Stage 4 of the BCTC Process.

4. Parties

4.1. The Parties to the Agreement-in-Principle and to the Final Agreement will be the Lheit-Lit'en, Canada and British Columbia.

5. Substantive Issues For Negotiation

5.1. The Parties are committed to negotiate the following substantive issues and implementation issues with the intention of concluding an Agreement in-Principle. This list is not exhaustive.

5.1.1. Land

5.1.1.1. Selection and retention

5.1.1.2. Quantum

5.1.1.3. Tenure, title and expropriation

5.1.1.4. Access

5.1.1.5. Parks and protected areas

5.1.1.6. Cultural and heritage sites and resources

5.1.1.7. Environmental assessment, management and protection

- 5.1.2. Natural Resources
  - 5.1.2.1. Forests
  - 5.1.2.2. Fish and fisheries
  - 5.1.2.3. Wildlife
  - 5.1.2.4. Subsurface
  - 5.1.2.5. Water
- 5.1.3. Governance
  - 5.1.3.1. Jurisdiction and authority
  - 5.1.3.2. Intergovernmental relations
  - 5.1.3.3. Structure and procedures of Lheit-Lit'en government
- 5.1.4. Implementation
- 5.1.5. Financial areas
  - 5.1.5.1. Fiscal arrangements
  - 5.1.5.2. Financial settlement
  - 5.1.5.3. Economic development
- 5.1.6. General
  - 5.1.6.1. Eligibility
  - 5.1.6.2. Enrolment
  - 5.1.6.3. Ratification
  - 5.1.6.4. Dispute resolution
  - 5.1.6.5. Amendment
  - 5.1.6.6. Certainty

5.2. The negotiation of a substantive issue listed in Section 5.1 does not commit any of the Parties to conclude an agreement on that issue, or any component of that issue.

5.3. The Chief Negotiators may, by agreement in writing, amend the list of substantive issues for negotiation as set out in Section 5. 1.

5.4. The issue of which negotiated provisions will receive constitutional protection will be addressed prior to concluding an Agreement-in-Principle.

6. Negotiation Process

6.1. The Chief Negotiators will be responsible for the conduct and coordination of negotiations.

6.2. Negotiations will be conducted at the Main Table. The Main Table will be responsible for:

6.2.1 .Establishing working groups, side tables and other processes, as agreed;

6.2.2. Managing the negotiation process including the development of work plans and the setting of priorities and Main Table agendas;

6.2.3.Negotiating and concluding an Agreement-in-Principle and a Final Agreement;

6.2.4. Implementing the "Protocol Regarding the Openness of the Lheit-Lit'en Treaty Process" which provides access to the Main Table, access to documents, consultation and public information;

6.2.5. Implementing the "Principles For Information Sharing Among Parties During Lheit-Lit'en Treaty Negotiations";

6.2.6. Implementing detailed procedures, consistent with this Agreement, to guide the Parties during the Agreement-in-Principle and Final Agreement negotiations as outlined in a document entitled "Procedures Agreement for Lheit-Lit'en Treaty Negotiations"; and

6.2.7. Implementing dispute resolution mechanisms, pursuant to Section 14.1.

6.3. The Parties will record the results of each negotiation of a substantive issue in a Sub-Agreement. The Chief Negotiators will signify their agreement on a substantive issue by initialling a Sub-Agreement.

6.4. Once they have initialled all of the Sub-Agreements, the Chief Negotiators will negotiate an Agreement-in-Principle by consolidating the Sub-Agreements and adding necessary provisions as agreed.

6.5. The Parties agree that certain substantive issues identified in Section 5.1 will need regionally coordinated negotiations or province-wide discussions. For greater certainty, the Parties acknowledge that:

6.5.1. The British Columbia Claims Task Force Report recommended that "The organization of First Nations for the negotiations is a decision to be made by each First Nation", and that "Each of the Parties be at liberty to introduce any issue at the negotiation table which it views as significant to the new relationship";

6.5.2. The determination of the need for and the approach to dealing with any particular substantive issue pursuant to Section 6.5 will be addressed by the Parties during Agreement-in-Principle negotiations; and

6.5.3. Only the Parties to this Agreement will be involved in the ratification of any treaty flowing from this Agreement.

6.6. The Chief Negotiators will signify their agreement on an Agreement-in-Principle by initialling it, and they will recommend the completed Agreement-in-Principle to their respective Parties for approval.

6.7. Any Chief Negotiator may request that any initialled Sub-Agreement or the Agreement-in-Principle be reconsidered and amended.

6.8. The Parties will approve the Agreement-in-Principle by signing it.

6.9. After the signing of the Agreement-in-Principle, the Parties will negotiate with the intention of concluding a Final Agreement based on the Agreement-in-Principle.

7. Interim Measures

7.1. The Parties acknowledge that the British Columbia Claims Task Force made the following recommendation concerning Interim Measures:

> "16. The Parties negotiate interim measures agreements before or during the treaty negotiations when an interest is being affected which could undermine the process."

8. Overlapping Claims

8.1. The Lheit-Lit'en will make best efforts to resolve overlaps with First Nations who claim to have an overlap.

9. Negotiation Funding

9.1. Each Party will be responsible for obtaining funding for its participation in the negotiation process.

10. Government Programs

10.1. During the negotiation process, the Lheit-Lit'en will continue to enjoy the same rights and benefits as any citizen of Canada and will have access to .the various programs and services of Canada and British Columbia in effect from time to time, including those directed to Aboriginal People and their organizations in accordance with the criteria established from time to time for the application of those programs and services.

11. Interpretation

11.1. This Agreement is not intended by the Parties to be legally enforceable and is not intended to define, create, recognize, deny or amend any of the rights of the Parties.

11.2. Neither this Agreement nor any Agreement-in-Principle that may flow from it is intended to constitute a treaty or a land claims agreement within the meaning of Sections 25 and 3 5 of the *Constitution Act, 1982.*

11.3. Subject to Section 5.4, the Final Agreement is intended to be a treaty and to constitute a land claims agreement within the meaning of Sections 25 and 35 of the *Constitution Act. 1982.*

11.4. These treaty negotiations pursuant to the BCTC Process and all documents related to these negotiations except for a Final Agreement that is in effect are without prejudice to the positions of the Parties in any proceedings before a court or other forum, and shall not be construed as admissions of fact or liability.

11.4.1. For greater certainty, the Parties agree that Section 11.4 does not determine the enforce ability of any agreement related to this Framework Agreement, nor the admissibility of any such agreement in any proceeding to enforce that agreement.

11.4.2. For greater certainty, the Parties agree that Section 11.4 extends to documents submitted by any of the Parties to other First Nations in accordance with the fulfilment of overlap provisions set forth in Section 8 of this Agreement.

12. Amendments

12.1. Subject to Section 5.3, this Agreement may only be amended by agreement of the Parties in writing.

13. Approval of this Agreement

13.1. The Chief Negotiators, by initialling this Agreement, will signify their intention to recommend it to the Parties for their approval.

13.2. The Parties will approve this Agreement by signing it.

13.3. The Chief of the Lheit-Lit'en is authorized to sign this Agreement on behalf of the Lheit-Lit'en.

13.4. The Minister of Indian Affairs and Northern Development is authorized to sign this Agreement on behalf of Canada.

13.5. The Minister of Aboriginal Affairs is authorized to sign this Agreement on behalf of British Columbia.

14. Dispute Resolution

14.1. Should an impasse be reached, the Parties may either 'individually or collectively approach the BCTC for assistance, or may use a mutually agreed-upon alternative dispute resolution mechanism.

15. Suspension of Negotiations

15.1. Any of the Parties may, for any reason, suspend the negotiations contemplated by this Agreement. Should any Party suspend the negotiations, the Chief Negotiator of that Party will advise the Chief Negotiators of the other Parties and the BCTC within a reasonable period of time of the suspension commencing and, within 30 calendar days of the suspension commencing, the Party suspending the negotiations will provide written confirmation setting out reasons for the suspension.

Signed on behalf of the Lheit-Lit'en Nation

____
Barry Seymour
Chief

Signed on behalf of Her Majesty The Queen in Right of Canada

____
The Honourable Ron Irwin
Minister of Indian Affairs and Northern Development

Signed on behalf of Her Majesty The Queen in Right of British Columbia

____
The Honourable John Cashore
Minister of Aboriginal Affairs

OPTIONS TO CONSIDER IN NEGOTIATING OWNERSHIP AND AUTHORITY OVER TREATY SETTLEMENT LAND

Title

Title generally always refers to ownership of land. There are different types of titles to land in Canada.

First there are federal titles (land under federal jurisdiction and registered in a federal land registry). Reserve lands are federal jurisdiction lands. The title to all reserve lands in Canada is registered in the name of Minister of Indian Affairs with the restriction that they be held by the Minister "for the use and benefit of First Nations". Federal parks such as Banff National Park are also federal lands. There are also federal "crown" lands which fall into this category. In most cases no provincial laws apply on federal lands.

Second, there are provincial titles (land under provincial jurisdiction and registered in a provincial land registry). Most land which is within the boundaries of municipalities and regional districts are provincial titles. These would include privately owned lots and houses in cities or municipalities, provincial "crown" lands, provincial parks and municipal lands.

In negotiating a treaty, we may be creating different types of titles which have not yet existed in Canadian history. (refer to Nisga'a Agreement in Principle - provincial reserves - cite examples.)

The current federal and provincial negotiating position is that they both do not want current reserves to remain federal lands. This has many implications which could change how these lands are classified and treated. The fact that current reserves are federal jurisdiction lands brings the benefit of exemption from taxation and the protection from seizure of assets located on reserve. As well the provinces laws do not apply on reserve. The Nisga'a Agreement in Principle has provisions which change the status of reserves and make them subject to provincial forestry, mining, heritage protection and taxation laws.

For example

Should discuss Lands Proposal and its benefits - how it deals with provincial jurisdiction.

Both federal and provincial titles may be subject to restrictions. Some may come with mineral and oil and gas rights while others may not have these subsurface rights. There may be restrictions on the resources which are on the surface of the land as well such as timber or wildlife.

Our treaty negotiation team needs guidance from the community members on what type(s) of ownership they would like to see Lheit Lit'en having over its current reserve

lands and any other lands in the traditional territory which become part of the treaty settlement.

In the following pages, some illustrations are provided of what is contained in various treaty agreements dealing with ownership of land and what laws apply to those lands. These options should be looked at with a view to what would best suit Lheit Lit'en's situation. Lheit Lit'en is not obligated to choose from these options. They are provided only to assist the membership in determining what is the best approach for Lheit Lit'en.

Tenures

Tenures generally refer to the ways interests in land are held. This means interests other than title or ownership of the land itself There are many types of tenures. There are leases which allow for certain types of uses like residency or commercial business activity. There are easements and rights of way which permit access to land for the purpose of servicing hydro installations or railways and also for the purpose of allowing those installations to be present on reserve lands.

Off reserve it may be possible to negotiate some interest (tenure) or authority for Lheit Lit'en to lands which are part of the traditional territory but not reserve land. Some examples could be forestry tenures such as Tree Farm Licences and Wood Lot Licences. There is also the possibility of negotiating interests in minerals or other subsurface resources. In the Nisga'a example there are provisions dealing with fishing fights as well which could be considered a type of tenure.

For reserve lands, the Lheit Lit'en community are part of a group of 14 First Nations who have signed an agreement with Canada which recognizes the Bands' authority to manage its reserve lands. This includes the surface and subsurface resources such as minerals, forests and sand and gravel. It also recognizes the authority of the Band to be the law makers for the purposes of regulating member and non-member rights to land and any resources attached to that particular reserve land that previously was under federal jurisdiction. This is an important distinction which makes Lheit Lit'en and the 4 other B.C. Bands very different cases than other Bands in the treaty process.

The land management agreement with Canada clarifies that the title to Lheit Lit'en reserve lands will remain with the Minister of Indian Affairs. This was to ensure that no land would be able to be lost in future from surrendering it for sale and to continue the fiduciary relationship between the Minister of Indian Affairs and the Band. It also makes it clear that the Band has all of the jurisdiction in deciding what interests in reserve land (tenures) will be allotted to who and what laws will apply to those land interests. In other words Lheit Lit'en could take the position at the treaty negotiation table that reserve lands are not up for negotiation. This would prevent the application of provincial laws or

authority to the current land base.

If Lheit Lit'en chooses to take the position of "reserve lands not being on the table for negotiation", the only areas the Band needs to develop a negotiation strategy for, is for the land and resource interests it wishes to secure within the traditional territories which are off-reserve. (see examples provided for discussion). The membership should consider, What resources it would like to have control or participation in the control of? What level of influence would they like to exercise in the regulation of the use of these resources? How or through what administrative structure they would like to participate in the decision making governing these resources? and; What training and other preparations do we need to be mindful of in negotiating these interests?

Should we make recommendations or allow the discussion to indicate the preferences in a general way and develop a more acute plan from the general guidance?

Expropriation

Expropriation refers to a governments authority to take lands without consent or agreement for a purpose that serves the greater public interest. The federal government has the authority to expropriate virtually any lands in Canada for any use which has been determined to be in the Canadian public interests. Examples would be harbours, national highway systems, telecommunications, defense installations, airports and national rail systems.

The provincial government also has expropriation authority to expropriate privately owned land in B.C. It does not have powers to expropriate reserve lands but can ask the federal government to expropriate reserve lands for them through a section of the Indian Act which provides for this to take place. In addition to this, British Columbia has an Order in Council 1036 which allows the province to resume ownership of up to 20% of a reserve in B.C. for a public purpose such as highways, hydro installations or health centres. This Order in Council is currently being challenged in court by a group of Bands in the northeastern part of the province and in the Penticton area.

The Lheit Lit'en Chief and Council has the authority to expropriate Lheit Lit'en lands from members for public purposes which would benefit the greater Band membership. This authority comes from the Indian Act. Some examples of what the Council could expropriate for would be schools, graves, water & sewer systems and Band administration buildings.

With respect to reserve lands, the Land Management Agreement that Lheit Lit'en is involved in with Canada, places many restrictions on the federal power to expropriate reserve land. For example the agreements limits the taking of reserve lands to instances which are necessary for a federal public purpose that serves the national interest. It also stipulates that Canada only take the level of interest necessary, meaning that they must take a lesser than ownership interest if possible. In addition if Canada must take the ownership interest, they must give the Band land equal in size and value which becomes reserve. There are also provisions for the return of lands taken by the federal government should they no longer require land they have expropriated.

The provincial situation is much less clear. The Land Management Agreement with Canada does away the provinces ability to get the federal government to expropriate reserve land on its behalf In the rest of Canada this essentially ends the provincial power to expropriate reserve lands. In British Columbia however, we have the Order in Council 1036 as mentioned in this discussion paper earlier, which purports to authorize the province to take back a significant percentage of reserve land that they agreed to transfer to Canada when they entered Confederation, for the making of the original reserves. Once again this provincial Order in Council is currently being fought out in the courts and we will have to wait to see how it goes.

For the purposes of treaty negotiation, expropriation is clearly an authority that we want to limit both Canada and B.C. from being able to use both with respect to reserve lands and any other lands we may succeed in gaining ownership to under treaty. The Land Management agreement provides good protection for Lheit Lit'en reserve land but the lands we negotiate ownership to under treaty remain to be dealt with.

LHEIT-LIT'EN, CANADA, BRITISH COLUMBIA

PROTOCOL REGARDING THE OPENNESS OF LHEIT-LIT'EN TREATY PROCESS

May 15, 1995

THIS OPENNESS PROTOCOL dated May 15, 1995 is entered into by the Lheit-Lit'en Nation , Canada and British Columbia (the Parties).

1.0 PURPOSES:

1.1 This Protocol shall apply to the treaty process among the Parties and is intended to provide public access throughout all stages of this process while recognizing the need to conduct effective negotiations.

1.2 In acknowledging the need to have an open and effective process, the desire to provide accurate information to the public and to consul;t with third parties throughout the process, the Parties agree to provide greater access through:

1.2.1 Access to the Main Table;

1.2.2 Access to documents;

1.2.3 Consultation; and

1.2.4 Public information,

as specifically provided for this Protocol.

2.0 ACCESS TO THE TREATY TABLE:

2.1 The Parties agree that public access to treaty negotiations will generally occur in Main Table meetings devoted to a exchange of information or clarification of positions on issues, interests and policies, or the discussion of matters of a procedural nature.

2.2 in deciding whether the public will have access to a negotiation session, the Chief negotiators will consider whether attendance at the session by individuals other than the negotiating team members would:

2.2.1 increase the effectiveness of the session;

2.2.2 Interfere with the effectiveness of the process;

2.2.3 Reasonably be expected to prejudice the positions or strategies of the negotiating parties; or

2.2.4 Harm the conduct of negotiations.

2.3 The access referred to in subsections 2.1 and 2.2 of this Protocol is to be achieved by opening these sessions to the general public, or representation from advisory committees, or broadcast by local television or radio or any combination of the above, or including representation from the print media.

2.4 Pursuant to subsections 2.1 and 2.2 of this Protocol, the Chief Negotiators will agree prior to a Main Table negotiation whether that session will be open, either in whole or in part. Where the Parties agree that a Main Table negotiation will be open, the Chief Negotiators will provide at least two weeks public notice.

2.5 The Parties acknowledge that british Columbia will include as a member of its negotiating team representation of local government from the Treaty Advisory Committee (TAC).

2.6 The TAC and its members shall be subject to all rules of information sharing as set out in this Protocol. In addition, the TAC shall only:

2.6.1 Receive information, in accordance with subsections 3.3 of this Protocol, which is available only to the Parties and which directly affects local government's interests; and

2.6.2 Receive information not available for public distribution as described in subsection 2.6.1 if each member agrees on behalf of their local government that they:

2.6.2.1 Will confine discussions of this information to "in camera" sessions of their local government; and

2.6.2.2 Will not disclose this information to anyone else.

2.7 The provincial Chief Negotiator will establish terms of reference for the TAC consistent with this Protocol, in a letter of agreement to TAC, with copies to the other Parties.

3.0 ACCESS TO DOCUMENTS:

3.1 The Parties agree that a minimum the following documents will be made public in their final form on a timely basis:

3.1.1 Main table meeting agendas;

3.1.2 Records of decisions and commitments given buy each Party at a Main Table meeting;

3.1.3 Periodic reports reviewing the progress of negotiations prepared by the Parties;

3.1.4 Statements defining interests tabled by a Party at a Main Table meeting; and

3.1.5 Discussions papers tabled by a Party at a Main table meeting; and

3.1.6 All joint reports tabled with the British Columbia Treaty Commission.

3.2 The Parties will also make available to the public documents which have been substantially agreed to by the Parties and prior to initialling, including:

3.3 The Parties agree that other documents including working or draft proposals, position papers and draft documents prior to agreement on their contents having been finalized by the Parties, will be made public unless:

3.3.1 The Party producing the document has identified the document as confidential;

3.3.2 The Party producing the document considers that disclosure would prejudice the position or strategy of that Party; or

3.3.3 A document is at a stage in the drafting process where it does not accurately reflect their intention or interests.

3.4 Release of documents to the public is governed by the provincial Freedom of Information and Protection of Privacy Act, and the federal Access to Information Act and Privacy Act.

4.0 CONSULTATION:

4.1 The parties will share information with each other and with the general public concerning their respective consultations process and will arrange negotiation timetables that allow consultation to occur.

4.2 The parties will undertake joint consultation whenever it is mutually deemed advisable.

4.3 The Parties retain the right to consult with their respective advisory committees.

4.4 The Parties agree that, to assist the advisory committees in providing advice on the items under negotiation, each of the Parties:

4.4.1 Will need to provide information to its advisory committee on the substance of issues being negotiated;

4.4.2 May provide to its advisory committee, documents available to the public under subsections 3.1, 3.2 and 3.3; and

4.4.3 May provide periodic briefings to advisory committees established by other Parties.

5.0 PUBLIC INFORMATION:

5.1 The Chief Negotiators for the Parties will be responsible for ensuring that an effective and ongoing public information process is established.

5.2 the Parties agree to establish a Public Information Working Group comprised of representatives of the respective parties and any other persons the Parties may agree upon. Every six (6) months, the Public Information Working Group will develop a draft information plan which will include objectives and activities for the next six (6) months. The draft plan is subject to approval by a Main Table meeting.

5.3 The Parties agree public information activities will be undertaken in communities within Lheit-Lit'en traditional territories using several approaches, which could include:

5.3.1 Public Information Forums- the events to be held may include events sponsored by parties other than the Parties to this Protocol. Generally, they will involve the Chief Negotiators for the Parties or their designates. Other resource people may be invited;

5.3.2 Open Workshops - These events will focus on key issues. They will involve the Parties and will be open to the public and provide an opportunity for discussion;

5.3.3 Radio, Television and Newspaper Interviews and Briefings - These interviews and briefings will focus on the substance and the progress of negotiations and will involve the Parties;

5.3.4 Meetings with Third Parties and other Community Groups - These meetings will involve the three Chief Negotiators for the Parties or their designates. They may include groups such as the Chamber of Commerce, municipal governments, unions, business groups and other similar organizations and agencies;

5.3.5 Open Houses - These events will provide the Parties with an opportunity to inform and to meet with members of the public and to discuss issues under negotiation;

5.3.6 Dissemination of Public Information Materials - These materials will be produced and distributed by the Parties by means which may include libraries, resources centres and electronic bulletin boards.

5.4 Nothing in this Section is intended to prevent the Parties from Participating in bilateral or independent public information activities. In the event such activities are planned, the parties involved will ensure that the Public Information Working Group is given advance notice.

Agreed by each Party.

Lheit-Lit'en ________________

Canada ________________

British Columbia ________________